Civil/Domestic Case File

Case No. 1855-CV-0070

No. SS-CU-70

Union Common Pleas Court.

Matilda S. Gamble
Plaintiff,

AGAINST

Benjamin Gamble
Defendant.

APR TERM. 1856

Dismissed

Journal 6 Page 16 182

Record No. No Record Page

Ex. Doc. B Page 250

Law 5234

Matilda A. Gamble
vs
Benjn Gamble

D. 6, p 16 Apl 2 1836
Judg vs Defs, pr cost

D. B. 256
No records

Sheriff 2,77
Clerk 4,45

Union Com Pleas

Matilda A Gamble

vs

Benjamin Gamble

Petition

Filed June 1st 1855

Saber Randall Clerk

Coats & Porter

as to your honor shall seem just and proper, and she will as in duty bound ever pray &c

Coats & Porter
Lib Attys

Issue a Summons according to law, also a Copy of this petition, to be left with Defendant

Clerk Union Com Pleas
June 1st 1855

Coats & Porter
Attys for Compt

To the Court of Common Pleas of Union County in the State of Ohio

Your petitioner Matilda A Gamble of the County and State aforesaid respectfully represents, that she has been for more than one year last past a resident of said Union County and State of Ohio that on the 21 day of March AD 1852, at said Union County, she was lawfully joined in the holy bands of matrimony to Benjamin Gamble her present husband that they have lived and cohabited together as husband and wife (with the exception of a few schisms and divisions) untill about the 25th day of April 1858 and have had three children, only one of which is now living. That said Gamble has wickedly disregarded the marriage vow, and the sanctity of the marriage state and has at divers times since his intermarriage with your petitioner, and before the filing of this petition, been guilty of "Extreme cruelty" towards, and has used violence upon the person of your petitioner in this that he has at various times struck beat and kicked her, and at one time kicked and struck your petitioner just before their last children were born which were twins and has struck her on the head with an axe handle, and has driven her from their house telling her she was no longer his wife, that he could get girls that suited him better &c. And did about the first day of May 1858 kick, push and drag her about the

Streets of Hakinsville in said County (and where they resided at their separation) until he was prevented by some of the citizens of said Village, and has otherwise ill treated her in such a manner, that she has been compelled to fly for safety and leave him and dare not and has not since returned, by reason whereof the domestic peace and happiness of your petitioner is destroyed

And your petitioner further represents that said Gamble has been guilty of adultery with one Rachel Sands, at said County of Union, since his intermarriage with your petitioner, and at divers times to wit on each several day and night in the months of March April and May, last, has committed adultery with said Rachel Sands, and has at divers other times and places to your petitioner unknown committed adultery with said Rachel Sands

Your petitioner therefore prays that said Benjamin may be made defendant hereto, that process may issue, according to law, that he may be compelled to answer this petition, and each allegation thereof specifically, that on the final hearing the said marriage contract may be dissolved, that reasonable alimony may be allowed your petitioner and that the custody of said Child (which was one year old May 25 1855) the issue of said marriage may be given her, and that she may have such other relief in the premises

Martha A. Gambol
Clerk
vs.
Geo. W. Gambol
Ad. for Alias. writ,

Filed Oct. 15th 1855
Saber Monroe Clerk

Costs & Porter Mfg
for Plff.

Received this writ October 8th A.D. 1855 and served the same October 10th A.D. 1855 by reading the within writ in the presence of Warret Owen Rachel Baughman R.V. Reed & Catharine Heens and by leaving a certified copy thereof at the residence of Moses Huffine Frederick Smith & John Heens. Frederick Swall is not found. Rachel Baughman demanded her fee which were not paid

Fees Service	$1.00
Mileage	.75
Copies	60
Return	10
	$2.45

William H. Robb Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Warrit Owen Rachel Baughman Moses Huffine R. V. Reed Frederick Smith Catharine Keenz John Keenz Frederick Duvall

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 3d day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of Plaintiff

in a certain controversy in said Court depending, wherein

Matilda A. Gambol is Plaintiff, and

Benjamin Gambol Defendant, and

this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 8th day of October A. D. 1858.

Taber Randall Clerk.

Matilda A Gamble
v
Benjamin Gamble

Answer.

Filed August 14th 1835
Saber Randall Clerk

S. B. Daughtry
atty for petitioner

Matilda A. Gamble
vs
Benjamin Gamble

In Lenin Common pleas

Answer.

The said Benjamin Gamble, Defendant now comes and for answer, says that he waives process of issuing summons and, ~~copy of petition~~ and enters his appearance; and for further answer says that he admits, that ~~they~~ he was lawfully joined in the bands of matrimony to the said Matilda A. Gamble, as stated in said petition, but denys that he is guilty of wickedly disregarding the duties and responsibilities of the marriage contract, of the petition, or that he has abused or used violence upon her person, or that he has struck ~~her~~ beat, or kicked her, at any time as charged in her said petition, and for further answer says that he is not guilty of adultery with the said Rachael Sands, or any other female whatever, ~~&c~~ and asks that said petition may be dismissed.

J. C. Doughty, atty for
Defendant

Civil/Domestic Case File

Case No. 1855-CV-0071

No. 55-CV-71

UNION COMMON PLEAS COURT.

Alexandrus Harrow Edwards
Plaintiff

against

W. H. H. Situs & Wife
Defendant.

OCT TERM, 1855

JUDGMENT VS DEFENDANT

~~A~~ B 34 33

Journal S Page 428

Record No. Page

Ex. Doc. B Page 140

Law

Alendrus Darrow Admr of
Anson Darrow dec'd

vs

W. H. H. Titus & Wife

Order of Sale
of mortgaged fee
in Texas

$428 34,33
Vol 16

D. B. 140

Patrick Hayes
Clerk of Court

Robt 1,81
Randall 445

Mun Com Pleas

Alandus Darrow admr
of Anson Darrow decd

vs

W. H. H. Titus and wife

Civil action

Filed June 4th 1855
Saber Randall Clerk

Cole & Porter Atty

Judgment Rec'd
April 11 1854

W. H. H. Titus

$133 333/100 Two years after date, I promise to pay Alanduus Darrow administrator of Anson Darrow decd Thirty three 33/100 Dollars with Interest for Value Rec'd

April 11 1853

W H H Titus

Court of Common Pleas Union County

Alandrus Darrow adm-
-inistrator of Amos Darrow decd } Plaintiff
vs } Petition
W. H. H. Titus and
Eliza Titus his wife } Defendants

Plaintiff says that on the eleventh day of April 1834, defendants executed and delivered a deed of Mortgage, conveying to plaintiff as such administrator the following property, situate in Union County Ohio in the town of Newton, and known as the east half of lot No 20 (16) Sixteen, to secure the payment of a debt evidenced by the two promissory notes, of said W. H. H. Titus of same date, for the purchase Money of said property, in the sum of Thirty three dollars and thirty three and one third cents each, the first due April 11 1835, the other due April 11 1836, the first is now due.

The Mortgage was recorded in the recorders office of Union County Ohio On the 16th day of September 1834, A copy of which Mortgage and the Notes therein referred to, are hereto attached.

Plaintiff further says that there is due upon said first Note the sum Thirty three $\frac{33\frac{1}{3}}{100}$ Dollars, with interest from April 11 1834,

Whereupon Plaintiff asks judgement for thirty three $\frac{33\frac{1}{3}}{100}$ Dollars with interest from April 11 1834 for the sale of the Mortgaged property to pay said debt and for

Titus hath this day executed to said Alexander Darrow as such administrator, his two promissory Notes 1st for thirty three $\frac{33\frac{1}{3}}{100}$ dollars due one year after date 2d. for thirty three $\frac{33\frac{1}{3}}{100}$ dollars, due two years from date, both on interest from date, Now if said W.H.H. Titus shall pay said Notes, with the interest, when the same comes due then these presents to be void, otherwise to be in full force and virtue, witness our hands & seals this 11th day of April AD 1854

Executed in presence of
S.W. Atkison
Barnet Bennet

W.H.H. Titus (Seal)
Eliza Titus (Seal)

The State of Ohio Union County ss
Before me a justice of the Peace in and for said County personally came W H H Titus and Eliza Titus his wife and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed, and the said Eliza Titus wife of said W.H.H. Titus being at the same time examined by me separate and apart from her said husband and the contents read and made known to her by me she then declared that she did voluntary sign seal and acknowledge the same and that she is still satisfied therewith, Given under my hand this 11 day of April 1854

Barnet Bennet J.P.

Copy of said Note

$33\frac{33\frac{1}{3}}{100}$ One year after date I promise to pay Alexander Darrow administrator of Orson Darrow dec'd thirty three $\frac{33\frac{1}{3}}{100}$ dollars with interest from date for

Titus hath this day executed to said Alexander Darrow as such administrator, his two promissory Notes 1st for thirty three $\frac{33\frac{1}{3}}{100}$ dollars due one Year after date 2d. for thirty three $\frac{33\frac{1}{3}}{100}$ dollars, due two years from date, both on interest from date, Now if said W. H. H. Titus shall pay said Notes, with the interest, when the same comes due then these presents to be void, otherwise to be in full force and virtue. Witness our hands & Seals this 11th day of April AD 1854

Executed in presence of
S. W. Atkison
Barnet Bennet

W. H. H. Titus (Seal)
Eliza Titus (Seal)

The State of Ohio Union County ss

Before me a justice of the Peace in and for said County personally came W H H Titus and Eliza Titus his wife and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed, and the said Eliza Titus wife of said W. H. H. Titus being at the same time examined by me separate and apart from her said husband and the contents read and made known to her by me she then declared that she did voluntary sign seal and acknowledge the same and that she is still satisfied therewith, Given under my hand this 11 day of April 1854

Barnet Bennet JP.

Copy of said Note

$33\frac{33\frac{1}{3}}{100}$ One year after date I promise to pay Alexander Darrow administrator of Alison Darrow dec'd thirty three $\frac{33\frac{1}{3}}{100}$ dollars with interest from date for

Received this November 2nd A.D. 1855 & served the same December 28th A.D. 1855 and received of M. H. Titus the full amount of debt and costs in this case

Fees, service	55
Mileage	1.00
Return	10
Poundage	85
	$ 2.50

William H. Robb Sheriff

J. B. Iles

Attorney & Counsellor at Law

Office on Second Street

Lebanon, Pa.

Records

Deeds & Bonds

Abstracts of Title

9.17
35
5455
5.45

The State of Ohio Union County ss

To the Sheriff of Said County Greeting

Whereas at the October Term of the Court of Common Pleas continued and held for said County on the 16th day of October A.D, 1855 in a certain cause therein pending wherein Alandrus Darrow Administrator of Anson Darrow decd is Plaintiff and W.H.H. Telus & wife defendants the Court ordered and decreed that you expose to sale the premises in the bill described as follows, to wit, situate in Union County, Ohio, in the Town of Newton and Known as the East half of No. (16) sixteen

To satisfy said plaintiff in the sum of thirty four dollars and thirty three cents with Interest thereon from the 16th day of October A.D, 1855 until paid together with costs on said decree taxed to $ and all accruing costs and make due return of this writ in sixty days

Witness Saber Randall Clerk of said Court at Marysville this 2d day of November A.D, 1855

Saber Randall Clerk

Alexander Darrow Adm of
Aaron Darrow dec'd
vs
W. H. H. Yates & wife

Suit brought for $33 83 1/3/100
with Int. from April 1st 1854
for the foreclosure of Mortgage
on East half of Lot No. 16
in Newton Union County
Ohio to pay said debt

Filed September 12th 1855
Saber. Randall. Clerk

Cole & Porter Attys for Plff

Received this writ September 7th 1855 and served the same on defendant
12th 1855 by presenting a certified copy of this writ to each of the
within named defendants

Fees, service	53
2 copies	50
Mileage	50
Return	
$ 1.65	

William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify W. A. H. Situs & Eliza J. Situs his wife that they have been sued by Alvanus Darrow Adm. of Anson Darrow dec'd in the Court of Common Pleas of Union County, and that unless they answer by the 6th day of October A. D. 1855 the petition of the said Alvanus Darrow Adm. of Anson Darrow dec'd against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 17th day of September A. D. 1855.

Witness my hand, and the seal of said court this 7th day of September A. D. 1855.

Saber Randall

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0072

No. SS-CV-72

UNION COMMON PLEAS COURT.

Alexandrus Warrow Admr
Plaintiff

against

Luther Weston & Wife
Defendant.

APR TERM 1856

JUDGMENT VS DEFENDANT

$379 25

Journal 6 Page 6

Record No. No Record. Page

Ex. Doc. B Page 208

Case 54

Alandrus Darrow Adm.
of Anson Darrow dec'd
vs
Luther Weston & wife
& Anna M. Darrow

#341. Judg. heirs
widow & sale
ordered
Journal 6 p 4
April 1st 1856

C

D. B. 208

Continued

and the contents of said instrument made known to her she then declared that she did voluntary sign & seal the same and that she is still satisfied therewith

Given under my hand this 11 day of April 1834

Burrit Bennet J.P.

(Copy of said Notes)

$305 April 11 1834, One year after date I promise to pay Alanarus Darrow administrator of the Estate of Amon Darrow deceased, three hundred & five dollars with use,

Signed Luther Weston

$305 April 11 1834 One year after date I promise to pay Alanarus Darrow Administrator of the Estate of Amon Darrow deceased three hundred ~~dollars~~ & five dollars with use Luther Weston

Alanarus Darrow adm of Amon Darrow dec'd

vs

Luther Weston wife & Hannah Darrow

Civil Action

Filed Term 4th 1833

Lebbeus Randall Clerk

Nile & Porter

Court of Common Pleas Union County

Alandrus Darrow administrator of Anson Darrow dec'd } Plaintiff
vs
Luther Weston and Eliza Weston his wife & Anna M Darrow } Defendants } Petition

Plaintiff says that on the eleventh day of April AD 1834 the said Luther Weston and Eliza his wife, executed and delivered to plaintiff a deed of Mortgage conveying to plaintiff the following property situate in Union County Ohio and in the village of Newton, known as lot No Seventeen (17), to secure the payment of a debt evidenced by two promisory notes of said Luther Weston of said date, and for the purchase money of said property, in the sum of three hundred and five dollars each, the first due April 11 1835, and the other due April 11 1836, the first is now due.

The Mortgage was recorded in the Recorders office of Union County Ohio, on the 16th day of September 1834, a copy of said Mortgage and said Notes is hereto attached.

Plaintiff further says that there is due of said first Note the sum of three hundred & five dollars with interest from the 11 day of April AD 1834.

Plaintiff further says that said Anna M Darrow, who is the widow of said Anson Darrow dec'd, has a dower lien on said premises to the amount of thirty eight dollars & twenty five cent annually, and as Plaintiff is informed -

there was due on the 6th day of May 1834 said yearly sum and a like sum for the year ending May 6 1835. Plaintiff desires that said Anna M Darrow, may come into court and show the amount now due her as dower, upon said property.

Whereupon Plaintiff asks judgement for three hundred & five dollars with interest from, April 11 1834, for the sale of the Mortgaged property to pay said debt and satisfy said dower lien now due, that said property may be sold subject to the future dower of said widow, and such other relief as may be lawful and proper

Cole & Porter Attys for Pltff

Union County Ohio

John L Porter one of the attorneys in this case being sworn says that the Mortgage and notes upon which suit is hereby brought are in his possession, and that Plaintiff is a non-resident of Union County, and says further that he believes the statements made in this petition to be true

John L Porter

Sworn to by John L Porter before me and signed by him in my presence
June 4th 1835

Zaber Randall Clerk

Copy of said Mortgage

Know all Men that We Lathan Weston and Eliza J Weston his wife in consideration of six hundred ~~xxxxxx~~ and ten dollars

in hand paid by Handers Darrow administrator of Orson Darrow deceased have bargained and sold and do hereby grant bargain sell and convey unto said Handers Darrow as such administrator the following premises situate in Union County Ohio, and in the village of Newton known as lot No seventeen (17) To have and to hold said premises with the appurtenances unto the said Handers Darrow as such administrator Provided always and these presents are upon this condition that whereas said Weston hath this day executed to said Handers Darrow his two promissory notes as follows 1st for three hundred & fine dollars due one year from date 2d for a like sum payable two years from date both with interest, Now if said Luther Weston shall pay said notes when they become due with the interest, then these presents to be void, otherwise to be in full force & virtue in law. Witness our hands and seals this 11 day of April AD 1854

Executed in our presence
John Baker
Barnet Bennet

Luther Weston (Seal)
Eliza J. Weston (Seal)

State of Ohio Union County ss
Before me, a justice of the Peace in and for said County personally came Luther Weston and Eliza J. Weston his wife & acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed, and the said Eliza J. Weston wife of said Luther Weston being at the same time examined by me separate and apart from her said husband

A Tolland Turner
A Tolland Turner
Gus Turner
Gus Turner

Gus Turner A Tolland Turner
A Tolland Turner

A Tolland Turner A Tolland Turner

A Tolland

Ann M Darrow, Denver $38.25 1st payment May 6 1874
Pet filed May 6 1873 Lot 050 17
Decree by Default

Alanson Darrow Admr
of Ansen Darrow decd

vs

Luther Western & wife &
Anna M. Darrow

Amount Claimed $305,00
with Interest from April, 11th 1854
& for the Dower of Anna M. Darrow
and the foreclosure of
Mortgage & for sale of Lot
No. 17 in Newlow Union
County Ohio

Filed September 12th 1855
Saber Randall Clerk

Cole & Porter Attys for Plff

Received this writ September 7th A.D. 1855 and served the same September 12th A.D. 1855 by delivering certified copies of this writ to Luther Western & Elizabeth Western, owners of Anna M. Darrow is not found

Fees, desired	75
Mileage	50
Copies	50
Return	10
	$1,85

William H. Miller Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Luther M. Western & Elizabeth Western his wife & Anna M. Darrow that they have been sued by Alandus Darrow Admr of Anson Darrow dec'd in the Court of Common Pleas of Union County, and that unless they answer by the 6th day of October A. D. 1855, the petition of the said Alandus Darrow Admr of Anson Darrow dec'd against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 17th day of September A. D. 1855.

Witness my hand, and the seal of said court this 7th day of Septemr A. D. 1855.

Taber Randall

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File
Case No. 1855-CV-0073

No. 55-CV-73

Union Common Pleas Court.

S W Sinclair

Plaintiff,

AGAINST

John Conner

Defendant.

JUN TERM. 1856

JUD'G VS PLAINT'F

Journal 6 Page 72

Record No. No Record. Page

Ex. Doc. 18 Page 354

Law 25

S. W. Smith
vs
John Conner

I. 6 p 117 & 72
June 11th 1856
~~Dismissed [illegible]~~
Dismissed without
prejudice
Judgt vs Plff
for costs
D. B. 354

Smith
vs.
Conner

Sett for Deft's
writ,

Filed June 10th 1856
Laber Randall
Clerk

Cole for Deft.

Received and served this writ June 9th
AD. 1856 by reading in the presence of
Madison, Dec

Fees. Service .12
Mileage .45
Return .10
.67

William H. Robt Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY:

We command you to summon

Madison Dee

to be and appear before the Honorable the Judge of our Court of Common Pleas of said county, at the Court House in the town of Marysville, on the 1st day of next term at 10 o'clock, A. M., to testify and the truth to speak on behalf of Defendant in a certain controversy in said court pending wherein J. W. Smith is Plaintiff, and John Conner Defendant, and he shall in no wise omit under the penalty of the law, and have then there this writ.

Witness, TABER RANDALL, Clerk of said Court at the Court House in Marysville, this 9th day of June A. D. 1856.

Taber Randall Clerk.

S. W. Smith
vs
John Conner

Sub. for Plffs witness

Filed March 21st 1856
Saber Randall Clk

Coats & Porter Attys
for Plffs

Received this writ March 17th A.D. 1856
and served the same March 19th A.D. 1856 by
leaving a certified copy of this writ at the
residence of S. P. G. Brown and by reading
this writ in the presence of George H. Fox

Fees Service	.25
Copy	.25
Mileage	.40
Return	.10
	$1.00

William H. Robb Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon S. P. G. Brown & George A. Fox

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 1st day of next term, at 10 o'clock, A. M., to testify and the truth to speak on behalf of Plaintiff, in a certain controversy in said Court depending, wherein

S. W. Smith is Plaintiff, and

John Conner Defendant, and

this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 11th day of March A. D. 1856.

Taber Randall Clerk.

S W Smith
vs
Conner

Deft. fa
Writ.

Received this writ June 10th AD. 1836
and served the same day by reading
in the presence of Samuel Dee

Fees. Service .12
Mileage .05
Return .10
.27

William H. Robb Sheriff

Filed June 10th 1836
Saben Randall Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY:

We command you to summon

Samuel Dee

to be and appear before the Honorable the Judge of our Court of Common Pleas of said county, at the Court House in the town of Marysville, on the 1st day of next term at 10 o'clock, A. M., to testify and the truth to speak on behalf of Defendant, in a certain controversy in said court pending wherein E. W. Smith Plaintiff, and John Conner Defendant, and he shall in no wise omit under the penalty of the law, and have then there this writ.

Witness, TABER RANDALL, Clerk of said Court at the Court House in Marysville, this 10th day of June A. D. 1856.

Taber Randall Clerk

Law, 36.

25

John Conner

Transcript,
for appeal

Filed June 13th 1855
Saber Randall Clerk

Cole for Deft

Sylvanus W Smith
vs
John Connor

Judgment $15.53
Cost

Summons	15
Swearing 5 Wts	25
entering Judgment	25
Bail Bond	25
Transcript	25
Certifying same	25
	1.40
Constables fees	
Milage	20
Serving Summons	15
	35

Witness fees

Elias Smith called	25
Michael Connor called	25
Jerry Dee called	25
	1.50
	35
Summons	2.50

Suit Brought on a book account as follows

John Connor Dr to Sylvanus W Smith to laying 73334 Brick at $1.25 cts per Thousand $84.33
3 days labor 4.00
$88.33
Cr by cash 72.80
15.53

Amendment to Bill) to extra work on Chimney 3.00
April 12th/55 $18.53

S W Smith
April 16th 1855

Summons issued for appearance of Defendant on Saturday the 21st inst at ten o'clock A. M and handed to const J I Hage
April 18th 1855

Summons returned as follows Rec'd this writ on the 18th & served it on the 17th Served the within by leaving a certified copy with the Defendant Services & milage 20 - total 35 cts
J I Hage const
April 21st 1855 [illegible]

The parties appeared and the plaintiff asked for an adjournment the Defendant objected thereupon the plaintiff S W Smith made oath that one Z Robbins is a material witness for him and that he cannot safely proceed to trial without his testimony that the said Witness resides in Champaign County and that he hopes to obtain his deposition or procure

his attendance on the 28th inst and that this affidavit is not made for delay but for the purposes of justice S W Smith
Subscribed & sworn to this 21st day of April 1855
Geo B Burnham J P
Trial adjourned until Saturday the 28th inst at ten o Clock AM

Saturday April 28th ten o Clock AM
Parties appeared and being ready for trial proceeded to trial. plaintiff offered the Deposition of J Robins which was Rec'd in evidence S W Smith & Elias Smith being sworn and examined as witnesses on the part of the plaintiff and John Conner Michael Conner and Jeremiah Dee were sworn & examined as Witnesses on the part of the Defendant after hearing the testimony it is considered by me that the plaintiff S W Smith recover of the Defendant John Conner the sum of fifteen Dollars & fifty three cts Debt & cost taxed at one Dollar & fifteen cts
Geo B Burnham J P

In the action of Sylvanus W Smith against John Conner I J O Baker Do acknowledge myself bail for the appellant in the sum of Fifty Dollars to be levied of my goods & chattles lands & tenements in case the appellant shall be condemned in the action and shall fail to pay the Condemnation Money and costs that have accrued and costs that may accrue in the court of common Pleas J O Baker
Taken signed and acknowledged

before me this 5th day of May 1855
Geo B Burnham JP

The State of Ohio Union County Union Township SS
I do hereby certify the above to be a full and true copy from my docket of the proceedings had by & before me in the above cause.
Geo B Burnham JP
of the aforesaid township

Fees Paid
Justice Cost $1,40
Const 85-
3 Wits 75-
2,50

Deposition of Witness taken in a cause now pending before Geo Barnhart a Justice of the peace for Remon twp wherein Sylvs Smith & Plaintiff and John Cornes defdt and for Sd Plaintiff in pursuance to notice heretofore given at the time & place mentioned in Sd notice

Are you a brick layer Yes

Ques. what is the custom for measuring walls.

ans It is customary as I am aware to measure solid wall.

Ques How many brick in a foot

ans. Twenty two & in a 9 inch wall is 16 brick

How are chimney & fireplaces measured

ans By solid measure

would, in the absence of any contract, this be the usual ~~rule~~ to settle by

ans It would Z. V. Robbins

I S G Smith a Justice of the Peace in and for the Twp of Rush County of Champaign and State of Ohio. do hereby certify that the above named Z V Robins was by me first duly sworn, to testify the truth the whole truth and nothing but the truth. that the foregoing Deposition was reduced to writing by me. and were taken at the time and place specified in the notice In testimony whereof I have hereto set my hand this 23d day of April 1855

S G Smith J P

S. Smith
vs
John Connor

Answer

Cale for Deft

Sylvanus W. Smith } State of Ohio Union County
against } Answer
John Conner } Com. Pleas

The defendant answers to the petition that he is not indebted to the plaintiff as set forth in plaintiffs petition. Defendant further says that he has fully paid the plaintiff for all the work he performed for him in laying brick, according to contract between them.

P. B. Cole Atty for Deft.

Union County ss

John Conner being sworn says that the statements contained in the foregoing answer are true as he verily believes.

Sworn to and subscribed
before me & in my presence
Nov. 28. 1853

S. H. Smith
vs
John Connes

Security for
Costs

Filed April 11th 1836
Laban Rendall
Clerk

Whereas in an action pending in the Court of Common Pleas of Union County Ohio wherein S. W. Smith is Plaintiff and John Conner is defendant, the said S W Smith was at the April Term AD 1856 ordered to give security for costs &c,

Now I Benjamin F Kelsey do undertake to the said John Conner that the said S W Smith shall pay all costs which have accrued or may accrue, in the further proceedings in this case, together with the amount of any judgment that may be rendered against the Plaintiff on the trial of said case, Provided that the said Plaintiff shall fail in this action and shall be adjudged to pay the costs aforesaid

B. F. Kelsey

Bill of particulars

Woodstock Decr 1st 1882

John Connor Dr to Sylvanus W Smith To laying 73334 Brick at $1.15 per thousand — — — — $84.33

3 days labor — 4.00

(amendment to bill) to extra work on chimney — 3.00

$91.33

Cr by cash 72.80

$18.53

S W Smith

Received this writ on the 16th & served it on the 17th

Served the within by leaving a copy with the defendant

Service 15 cents

Mileage 20 cents

Jesse D. Hodge Const.

Franklin Circuit Court 1853

Copy

This Ussd 16th

SUMMONS.

The State of Ohio, Union County, ss.

To any Constable of the township of Union GREETING:

You are hereby commanded to summon John Connor

to be and appear before me, Geo B Burnham a Justice of the Peace, at my office, in the township aforesaid, on the 21st day of April in the year 1855, at 10 o'clock, A M., of that day, to answer unto Sylvanus W Smith

in a plea of Debt

And of this writ make legal service and due return.

Given under my hand and seal, this 16th day of April 1855.

Geo B Burnham JP [SEAL.]

Civil/Domestic Case File
Case No. 1855-CV-0074

No. 55-CU-74

Union Common Pleas Court.

William Hickerson
Plaintiff,

AGAINST

William R. Webb et al.
Defendant.

June 1855

Oct 1855

JUD'G VS PLAINT'F

Journal 5 Page 442

Record No. No Record. Page

Ex. Doc. B Page 118

Wm Dickerson
vs
Wm P Webb
Moses Coe &
Dixon Mitchell

Oct 16 p 442

Judgment for costs

Cost Bill made
See D. B. 118

~~L. Am L. Porter~~

Robb 1.31
Randall 2.95

William Dickerson
v
William R Nell
Moses Coe and
Orin Mitchell &c

Petition

Filed July 14th 1855

Saber Randall Clerk

Hamilton & Sinclair
pltffs attorneys

I acknowledge myself bail for costs
Orrel Lapham

William Dickerson plaintiff
against
William R. Webb, Dixon Mitchel & Moses Coe, Local directors of Sub-School district No 3, Allen township Union County Ohio defendant

Court of Common pleas Union County Ohio

Petition

The plaintiff William Dickerson, says that on or about the 6th day of November, 1854, he entered into a contract with said William R. Webb, Dixon Mitchel and Moses Coe, as local directors of sub-School district No 3 of Allen township, in said County, to teach a School in said School sub-district No 3, for the term of three months, beginning on the 4th day of December, 1854, for twenty-eight dollars per month; that pursuant to said contract the plaintiff began said School at the time agreed upon, and taught the same six days, at the end of which time said Local directors of said Sub-district, without any lawful right or good cause forbade, and prevented the plaintiff from teaching any longer; that he was always ready and willing to perform his contract, but was prevented without any just cause or lawful right, by said Local directors, from so doing

Whereupon the plaintiff prays judgement against the defendant for the sum of eighty-four dollars, with interest thereon from the 4th day of March 1855.

Hamilton & Lincoln
plaintiffs attorneys

Union County S.S.

William Dickerson being sworn says that believes the statements of the foregoing petition to be true.

Wm Dickerson

Sworn to by William Dickerson before me and signed by him in my presence this 25th day of July 1855.

Seth Randall Clerk

Dickerson's Case

To the Honorable Judge of the

Dickerson } Superintendents powers and duties
v } Swans Statute 849, §53.
School } Local directors powers to dismiss - §6, of
School act. Revocation of certificate §45.

Onus probandi in affirmative Greenleaf §74.
Performance presumed Swans treatise 436,
Part performance Chitty 501.

Best evidence Greenleaf §82.
Consideration Nash page 130 §16 page 131, §25, 26

Tender.

Decease of Teachers Muhlenberg dismissed
in Pickaway county, reference in
Secretary of States report 1854, page 126.

Persons sued as administrators may be recovered
against as individuals. Nash p 307, par 19.

Witnesses B Griswold

Lane v Baker 12 Ohio 241, 2
Jefferson v Anthony 11 " 332
Williams v School directors Myg 578

Performance or readiness to perform Chitty 632.

EDUCATIONAL.

We publish this week the following Questions and Answers as of general interest. We suppose it will be understood that the answers are given by the State Commissioner, who is the official expounder of the School Law:

QUESTION 83.—In the sub-district No.—, in — township, an individual holding a proper certification, was duly employed by the local directors of said sub-district to teach the school therein, for the term of four months. After teaching two months and a half, several of the inhabitants became quite dissatisfied with him and the school; and the local directors informed him that they had determined to close the school, and that his services would no longer be required. But he insisted that he had a legal right to teach the school until the expiration of the time for which he had been engaged. The local directors then locked the school house door, and thus prevented him from continuing the school. The local directors were then notified that he was ready to resume and go on with the school whenever the door of the school house should be opened.

Out of this transaction, two questions have arisen, viz:—1, Whether an incompetent or negligent teacher can legally be dismissed before the expiration of the term for which he was employed, without first procuring from the County Board of Examiners a revocation of his certificate?

2. How can a teacher obtain redress when he has been improperly dismissed?

ANSWER.—By Sec. 6, of the School Law, it is made the duty of Local Directors to employ teachers, and to dismiss them, *at any time*, for such *reasons* as *they* may deem *sufficient*.

From this language it is quite obvious that, under proper circumstances, Local Directors may legally dismiss a teacher before the expiration of the time mentioned in their contract with him, and without first procuring a revocation of his certificate. But inasmuch as it is declared in said section that such dismission must be for *reasons deemed sufficient*, a general rule of law demands that such reasons must be good, valid and substantial, and not mere prejudices, or groundless dissatisfaction. If the moral character of the teacher referred to, or his general management of the school, were such as, in the estimation of all candid, judicious men, to render him an unfit person to take charge of a school, whether such unfitness resulted from a want of learning, ability or industry, the action of the Local Directors was clearly right, and the teacher cannot recover wages for the whole time embraced in his contract. In other words, if the teacher was incompetent, the Local Directors were legally empowered to dismiss him, and rescind the contract made with them. They employed him as a well qualified, fully competent teacher, and the moment he ceased to be such, there was a failure of the consideration for the contract.

If, however, it should be made evident on the trial of a suit against the Directors, to recover wages for the unexpired time, that he was well qualified, both in respect to moral character and learning, to teach said school, and that he did actually teach a good school, then the Directors would be personally liable to pay him for the balance of the time covered by his contract. When Local Directors are so unfortunate as to employ an incompetent teacher, the law vests in them a choice of remedies. They may either dismiss him at once, or they may bring the case before the County Examiners, with a written specification of the complaints against him, and request a revocation of his certificate, or, at least, an investigation of the case; and the revocation, if made, would be tantamount to a dismission.—But Local Directors are not required to take this circuitous and dilatory mode of getting rid of an incompetent teacher. In all cases, however, where there is any reasonable doubt as to the qualifications and fitness of the teacher, it would be preferable to let the Examiners investigate the facts and decide the question of his competency. By the provisions contained in Secs. 6 and 45 of the School Law, two safeguards are thrown around the common schools, viz: 1st, The power of Local Directors to dismiss teachers who fail to sustain a good moral character, or to teach a good school; 2d, the authority vested in the County Examiners to revoke the certificates of teachers for negligence or incompetency.

Dickerson
vs
Mitchell Webb,
& Coe

Sett, for Defendt

Filed Oct 17th 1833
John Ramsdell Clerk

Served by leaving
a copy with Samuel Southwick
Oct 15th 1833
Wm. A. Webb

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Wm Wood James Wood Mary Mitchell Francis Coolidge Joseph Linly & David Ryno

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 30th day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of Defendants in a certain controversy in said Court depending, wherein William Dickerson is Plaintiff, and Dixon Mitchell William Webb Moses Coe Defendant, and this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 6th day of October A. D. 1855.

Taber Randall Clerk.

COMMON PLEAS OF THE COUNTY OF UNION

Bill of Particulars
William Dickenson
vs
Wm. R. Webb
& others

Filed June 20th 1833
Saber Randall Clerk

William Dickerson Pltff
vs
William R Webb
Moses Coe and
Dixon Mitchell ~~Local Directors of Sub District No 3 in Allen Township Union County Ohio~~

Suit before
Esqr Christopher Grubb

The plaintiff William Dickerson says that on or about the 6th day of November 1854 he entered in to a contract with the said William R Webb Moses Coe & ~~Dixon Mitchell Local Directors of Sub district No 3 in Allen Township Union County Ohio~~ by which Contract he agreed with said Directors to teach a School in said Sub District for the term of three Months from the fourth day of December 1854 at $28 pr Month that pursuant to said Contract the Plaintiff Commenced said School and taught the same 6 days at the end of which time said Directors without any Cause or Lawful right forbid and prevented him from teaching any longer that he was always ready and willing to preform his contract but was prevented without any legal cause by said Directors for which Plaintiff Claims Debt and Damages Eighty four dollars and asks judgment for that ammount

Dickerson
vs
Ward, Coe & Mitchell
Sch. fa Appt Writ

Filed Oct 17th 1833
John Kennedy Clk

Hamilton & Conern
Attys for Pltff

Received this writ October 11th A.D. 1833
Served the same October 15th A.D. 1833 by leaving
a certified copy of this writ at the residence of
Bollen Grisvola & James Finley

Fees Service	25
Mileage	40
Copies	40
Return	10
	$1.15

William H. Robb Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Bollen Griswold & James Finley

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 3d day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of Plaintiff in a certain controversy in said Court depending, wherein

William Dickerson is Plaintiff, and

Wm H. Webb Moses Coe & Dixon Mitchell Defendant, and

this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 11th day of October A. D. 1855.

Taber Randall Clerk.

SEAL OF THE COURT OF COMMON PLEAS OF THE COUNTY OF UNION

Wm Dickson
vs
Isaac Mitchell, Willis
Webb & Moses Cox

Demurrer

Filed August 13th 1835
Peter Rancoal Clerk

C. Dougherty
atty for Defendants

William Dickerson
vs
Sepa Mitchel Nellie
Webb & Mous Coe

In the
Common pleas.

Demurrer to
Petition

The said Defendants demurs to the Petition of the Plaintiff, for the following named causes

1st The Court has no Jurisdiction of the persons of the Defendants, in this form of action. as Suit should have been brought, according to the Statutes, against the Township board of education of the Township of Allen Union County Ohio,

2d There is a defect of parties Defendants, in this Court, the petition shews that the local directors of District No 3. in Allen Township Union County Ohio, were personally sued, when the action should have been against the Township board of education of said Township. as said Board was duly organized and incorporated as a body politic to sue and be sued to plead and be impleaded,

3d The Petition does not State facts sufficient, to constitute a cause of Action

Robert
J. C. Dought Atty for
Defendants

Transcript

Dickerson
vs
Mitchel
Webb &
Coe

Filed June 15th 1855
Peter Randolph Clerk

Allen Township. Union County Ohio

April 23 – 1855.

William Dickerson
vs
William R. Webb
Dixon Mitchell and
Moses Coe

This suit is brought to recover damages by the Plaintiff of the Defendants according to bill of particulars fr bill filed, reading as follows. The Plaintiff Wm. Dickerson says, that on or about, the 6th day of November in the year, 1854. he entered into a contract, with the said Wm R Webb. Moses Coe and Dixon Mitchel by which contract he agreed with said directors to teach a school in Sub District, No 3. of Allen Township for the term of three Months, from the 4th day of Dec. 1854, at twenty eight Dollars fr Month. that pursuant to said contract the Plaintiff commenced said School, and taught the same six days at the end of which time said directors, without any, or lawful, right forbade and prevented him from teaching any longer that he was always ready and willing to perform his contract, but was prevented without any lawful cause by said Directors, for which Plaintiff claims debt, and Damages eighty four Dollars, and asks judgement for the same. Summons issued April 23d 1855; for the appearance of the Defendants May 5th 1855 at 10 o'clock A. M. on said day and delivered to John Epps Constable Summons returned April 24th 1855. Served by Copy and reading to Wm R Webb and Dixon Mitchel and by copy with Moses Coe. Signed John Epps Constable my fees $–90 cts

Witness fees.

Summons for Defendants	45
Subpoena for 3 Witnesses	25,
Subpoena for 8 Witnesses	50.
Subpoena for 3.	25
Swearing 20, Wit,	1.00
Pending over jury.	75
Judgement.	25
	3 45.

Constable fees.

Summoning Defendants	90.
Sub. for 3 Witnesses	80.
Sub. 8 Witnesses	4.00
Sub One Witness.	35
Sub. 3 Witness	15
attending on Jury.	75.
	7.15.

Names of Witnesses and Fees.		
Thomas Dawson	50	
Philip Coe	80	
John Sobrie	80	
Wm Norton	80	
Joseph Tenley	80	
Francis Coolidge	80	
David Rins	80	
James Wood	80	
James Tenley	80	
C. Cranston	50	
Benjamin Right	50	
Roger Morse	50	
	$8	40
Jury fees	3	00
Justice fees	3	45
Const. fees	7	15
Total	22	00

Subpoenas issued by order of Plaintiffs April 28th 1855 for Isaac Broadnetz and Thomas Dawson and delivered to John Epps Constable Subpoenas Returned, served by reading to the witnesses April 24th 1855, fees 80 cents John Epps Constable

Subpoenas issued April 28th 1855 by order of Defendants for Philip Coe John Sobrie Wm Norton Joseph Tenley James Wood Francis Coolidge Ann M Mitchel, and David Rins, and delivered to John Epps Constable Sub, Returned April 24th 1855, served by reading Constables fees $4 45 cts John Epps Constable, Sub, issued April 30th 1855 by order of Plaintiff, for James Tenley and delivered to John Epps Const. May 5th 1855, Subpoena returned served by reading Const, fees 55 cts. John Epps Const.

Subpoena issued May 5th 1855 by order of Plaintiff for Christopher Cranson Benjamin Wright, and Roger Morse, and delivered to John Epps Const. Subpoena returned May 5th 1855, served by reading to witnesses, fees 15 cts. John Epps Const May 5 1855 Parties appeared and Plaintiff claimed a Jury. By consent of parties the following persons were chosen, said Jury to wit, Caleb Clark, Samuel Milligan Adam Betty, Joshua S. Eaton, Pascal Spain Sanford Spain, said men being present parties waived process and the Jury were sworn to try said cause and a true verdict give according to testimony (The Parties) proceeded to trial Plaintiffs witness being sworn and examined by Mr. Hamilton as counsel for Plaintiff. And cross examined by Mr. Doughty, Counsel for Defendants, The Defendants witnesses sworn and examined by Mr. Doughty, And cross examined by Mr Hamilton the cause argued by Counsel

On both sides, and submitted to the Jury for their consideration the Jury after considering the Cause returned a verdict in favour of the Plaintiff for the sum of Eighty four Dollars. whereupon I gave Judgment against the Defendants, for the sum of Eighty four Dollars, and costs of Suit taxed at $22.00. Christopher Grubs J.P. The Defendants thereupon gave notice of appeal, which said appeal was entered upon the Docket, by the entering onto of the said Defendants of the following bond or undertaking to the Plaintiff Wm Dickson,

Wm Dickson
vs
Wm R. Webb
Dixon Mitchel Defts
& Moses Coe

In the above action of Wm Dickson against Wm R Webb Dixon Mitchel and Moses Coe.

I John Gabriel do acknowledge myself bail for the Appelants in the sum of two hundred Dollars to be levied of my goods and chattles lands and tenements in case the appelants shall be condemned in the action and shall fail to pay the condemnation Money and costs that have accrued or may accrue in the Court of Common Pleas. Signed.

John Gabriel.

Taken signed and acknowledged this 12th day of May AD 1855 before me and in my presence.

Christopher Grubs J.P. Seal

State of Ohio Union County Allen Township
I do hereby certify that the above is a full and true Copy from my Docket of the proceedings had by and before me in the above Cause.

Christopher Grubs J.P. Seal
Allen Township.

Civil/Domestic Case File

Case No. 1855-CV-0075

No. 55-CV-75

Union Common Pleas Court.

William Walker et al
Plaintiff,

AGAINST

Thomas Reed
Defendant.

October 1855

OCT TERM, 1855

Settled

Journal 5 Page 434

Record No. No Record. Page

Ex. Doc. B Page 152

Walker Walz
vs
Thos Reed

Settled as per agreement
Cost Bill made

p 434
D. B. 15-2

Walker & others
vs
Thos Reed

Transcript

Filed June 18th 1855
John Randall Clerk

Susan Walk
Henry Walk
William Walk
Jane Walk
Arthur Walk
Isaac Walk
Cornelius Walk
the last five
infants by their
next friend
Wm Walk
Against
Thomas Reed

Cost

Summons	15
Summons in other case	15
Subpoena for 4 Wit	30
Swearing 6 Witness for plaintiff	30
entering judgment	25
Clerk fees	
Serving 2 Summons	30
mileage	30
Subpoena 4 Witnesses	45
McCoy	35
Attending Court	50
Swearing 2 Witness for Defendant	10

Witness fees

P Walden	50
A Keyes	50
J C Johnson	50
F Ryan	50
J Reed called	25
Bail Bond	25
Transcript	25
Certifying same	25

Suit Brought to recover Damag for not complying with the condition of the lease of the Defendant from plaintiff which terminated April 1st 1853 —

Damages claimed one Hundred Dollars April 7th 1853 —

Bill of particulars filed and summons issued for appearance of Defendant on the 12th inst at 10 o clock AM and Handed to plaintiff Wm Walk

April 7th/53 —

Summons returned as follows Served this writ on the Defendant personally by leaving a certified copy with him on April 7th 1853 Service 15 Milage 15 cts = 30

Jesse J Hoge const

April 11th 1853

By order of Plaintiff subpoena issued for P Walden A Keyes J C Johnson & F Ryan & handed to J J Hoge const & returned in due time Served the within by reading to all the within named persons A Keyes demanded his fees which were not paid Apr 11th Service 45 milage 35 cts

Jesse J Hoge const

April 12th 1853 11 o clock

It is hereby agreed by plaintiffs Counsel that the two cases now pending against Thomas Reed shall be joined together in one case.

and tried as one case the two cases were
bined by request of Defendants Attorney
trial adjourned by consent of parties until one
o clock P M — one o clock P M
parties appeared & trial had Wm Walk Henry
Walk, P. W. Alden, T. Ryan and I C Johnson
were sworn & examined as witnesses on the part
of the plaintiff & Thos Reed the Deft & Irwin
Reed were sworn & examined on the part of the Def
endant after hearing the testimony I gave Notice
to the parties that I would withhold judgment
until saturday the 14th inst at 10 o clock A M
Saturday 14 inst 10 o clock
After mature deliberation it is my Jud
gment that the plaintiff hath just cause of
Action it is therefore considered by me that
the plaintiff Henry Walk & others recover of
the Defendant Thomas Reed the sum of
Forty Dollars Debt and cost taxed at five
Dollars & thirty cts Geo B Burnham J P
April 16th 1853
By order of Wm Walk I this day issued
an execution and delivered the same to him
April 19th 53 Defendant gave notice of an Appeal
and entered into an undertaking as required by
law for an Appeal therefore the execution was
recalled

In the action of Henry Walk & others
against Thomas Reed I Saml K Reed
Do acknowledge myself Bail for the Appe
llant in the sum of one Hundred Dollars
to be levied of my good & chattles lands and
tenements in case the appellant shall be

no right to do & thereby damaged the plaintiffs twenty five dollars.

Therefore the plaintiffs ask judgment against defendant for one hundred & twenty five dollars with interest from the commencement of this suit

James W Robinson
Pltffs Atty

The State of Ohio Miami County,
I William Walk being duly sworn do say that I act as next friend of the infant defendants above named & believe the statements in this petition made are true

William Walker

Sworn to before me & in my presence subscribed by William Walker this 30th day of July 1855
Geo B Burnham J P.

Walker & others
vs
Thos Reed

Petition
Petition

Filed August 14th 1855
Helen Ransdale Clerk

William Walk
Susan Walke
Henry Walke
William Walke jr
Jane Walk
Isaac Walk
Cornelius Walke
Arthur Walke
The last five by their next friend Wm Walke
plaintiffs

agst

Thomas Reed
defendant

Court of Common Pleas
Mercer County Ohio
petition

The said plaintiffs now come & file their petition in this case which is brought into this court by appeal from the docket of George B Burnham J.P. and say that the defendant about five years since took a lease from the pltffs ~~[illegible]~~ for a portion of the Walk farm in Marion township in said county & took possession of the same & occupied it until April 1st 1855 at which time the lease terminated and in the lease bound himself to cut off the brush thereon & keep the brush down & burn the brush on the part leased to him as aforesaid; that the defendant has neglected to burn the brush & keep the brush down on said premises & failed to comply with his said agreement and thereby the plaintiffs are damaged in the sum of one hundred dollars

2 The plaintiffs also say the defendant on or about the 6th day of April 1855 tore down & removed from said premises two Chimneys the property of the plaintiffs of the value of twenty five dollars. which he had

William Wolcott et al
against
Thomas Reed

Answer

Filed August 27 1835
Saber Randall Clk

J. C. Doughty
atty for Defendant

William Walk.
Susan Walk
Henry Walk
William Walk Jr
Jane Walk
Isaac Walk
Cornelius Walk
Arthur Walk
the last four by their
next friend Wm Walk
against
Thomas Reed

Court of Common
Pleas of Linn Co
Ohio

Answer.

The said Thomas
Reed. Defendant.
now comes and
Answers the petition
of the Plaintiffs. And
says that it is true.
that the said lands in
the petition described were leased to
Defendant by a written lease from the
Plaintiffs under which said written lease
Defendant took possession of said
lands. 2d The Defendant further
says that he has fully complyed
with all the requirements of said lease
and fulfilled the same in accordance
with its demands on his part.
3. The Defendant further says and
denyes that he has taken or removed
any property that belonged to the said
Plaintiffs. that the said Chimney in
petition stated belonged to Defendant. that
they were put up for his own temporary use
and not as a permanent fixture. and that
he had a right to
remove them. Therefore the Defendant
asks that the law may be determined, and
recover his costs in this case.

J. C. Dorsey Atty
for Defd

Thomas Reed being sworn says that he believes the statements of the foregoing answer to be true

Sworn to by Thomas Reed and subscribed by him in My presence this day of A D 1835.

Susan Walk
Henry Walk
William Walk Jr
Jane Walk
Isaac Walk
Cornelius Walk
Arthur Walk
the last five infants
by their next friend
William Walk
against
Thomas Reed

Suit for $25.00 for unlawfully tearing down & removing two chimneys on the premises rented from plaintiffs by defendant & taking two mudsills

The term of the lease terminated April 1st 1853 & the chimneys torn down about the 6th day of April 1853 and thereby damaged the plaintiffs premises twenty five dollars

Susan Walk
Henry Walk
William Walk Jr
Jane Walk
Isaac Walk
Cornelius Walk
Arthur Walk
the last five infants
by their next friend
William Walk
against
Thomas Reed

Suit for $100. for not complying with the condition of the lease of the deft from plaintiffs which terminated April 1st 1855

The deft did not burn the brush & keep the brush down on the part of the Walk farm which has been in his possession for five years last past, as he agreed to =

William Wickes

vs

Thomas Reed.

Agreement

Filed Sept. 6th 1835

James Rundall Clk

William Walk et al
v
Thomas Reed

In Com Pleas.

The above case is this day settled by the said parties, as follows: each party pays his own costs.

Sept. 6th 1833.

William Walke
Thomas Reed
by Duffy atty
Defendant

Civil/Domestic Case File

Case No. 1855-CV-0076

No. SS-CV-76

Union Common Pleas Court.

J W Price
Plaintiff,

AGAINST

James Boyd,
Defendant.

OCT TERM. 1855

DECREE FOR PLAINTIFF

JUD'G VS PLAINTIFF

JUDGMENT VS DEFENDANT

Dismissed

Journal 5 Page 460

Record No. Page

Ex. Doc. B Page 128

Law 50

J. W. Rice

vs

James W. Boyd

Oct 18th p 460

dismissed at Plffs costs

Ludl for costs

Cost bill made

& to be ~~[illegible]~~ sent to

Justice

dismissed at Plffs cost

D B 128

Rott- 16
Randall 184

For the action of J M Rice against James W. Boid I Joshua Marshall do acknowledge my self Bail for appellant in the sum of one hundred and twenty five dollars to be levied of my goods and chattles lands and tenements in case the appellant shall prosecute his appeal to effect and without unnecessary delay and that if judgment be adjudged against him on this appeal he will satisfy such judgment and costs

Joshua Marshall

Taken signed and acknowledged this 16th day of June A.D. 1855

Zelotes B. Boler, J.P.

The State of Ohio, Union County, Taylor Township ss
I do hereby certify that the above is a full and true copy from my docket of the proceedings had by and before me in the above cause

June 18th A.D. 1855

Zelotes B. Boler Justice of the peace of the aforesaid Township

Transcript
J. M. Rice
vs
James W. Boid

Filed June 19th 1855
John Ramsey
Clk

J. W. Rice
vs
James, H. Boid

Debt	$ 42,20
Justice fee	1,30
Const Robbins fee	1 55
Deft witness 3	1,25
Transcript	31
Certifying the same	,25

Suit Brought to recover on note as follows

October 21st 1853

I have this day bought a black two year old colt of J. W. Rice with a lump on his right fore ankle for which I am to pay Eight Dollars if that lump comes off twelve months after time if that lump does not come off I promise to pay forty dollars for his Degree James. H. Boid

Summons issued May 30th 1855 and delivered to Jno A Robbins Const returnable June 8th 55 at 2 o'clock P.M.

Summons Returned Served the within by reading on the 3rd day of June 1855 fees 35 cents Jno A. Robbins Const

Subpoena issued at the request of plaintiff for Richardson June 30th 55 returned Served the within by reading on the 8th day of June provided demanded his fee Const fees 45 cents Jno A Robbins Const

Subpoena issued at the request of Defendant for Charles Robbins and Mr Danforth Subpoena returned Served the within By reading June 6th 1855 fees 75 cents Jno A. Robbins Const

June 8th 1855 2 o'clock P.M.

Parties appeared and trial had J. M. Danforth Charles Robbins and Richard Heard Sworn and examined on behalf of Defendant After Examination of the above names witnesses it is considered by me that the plaintiff J. W. Rice in this case recover judgment against James W. Boid the Sum of forty two dollars and twenty cents and costs taxed at three dollars and fifty five cents

Lilotes B. Broder J.P.

J. L. Porter attorney for Plaintiff gave notice of appeal June 8th 1855

Rec'd for collection
March 26 1855
interest to May 21
at 1855
$ 2.20

Judgment Endorsed on the within
Note for the sum of Forty two
dollars three twenty cents and
five pence 8d/45
R. B. Porter J.P.

filed June 8
at 1855
Z. B. Porter
J.P.

J. W. Pitts
Atty

Oct the 21th 1853 I have this day bought a black
tos year oald colt of J W Rice with a lump
on hisr right fove and for which i am to pay
sixty Dollars if that lump comes off twelve
months after dte and if that lump dose
not come off I promis to pay forty Dolars
for him

James W Bayd

Union Com Pleas

J. W. Rice Plff

vs

James W. Boyd Deft

Civil Action

Filed July 3rd 1855

Jabez Randall Clerk

Coats & Porter Attys

Court of Common Pleas Union County

J. W. Rice Plaintiff
vs
James W. Boyd Defendant

Petition

Plaintiff says there is due to him from defendant on the note or written contract of defendant, a copy of which is hereto attached, the sum of Sixty dollars, with interest from October 21st 1834. Whereupon Plaintiff asks judgement for Sixty dollars with the aforesaid interest.

Coats & Porter Attys for Pltff

Union County Ohio

John B Coats affirms and says that he is an attorney in this case, that the Plaintiff is a non-resident of Union County, Ohio, that the note upon which suit is hereby brought is in his possession, that he believes the facts stated in the foregoing petition to be true.

John B Coats

Affirmed by John B Coats before me and signed by him in my presence
July 3d AD 1835 Saber Randall Clerk

Copy of said Contract

Oct the 21st 1833. I have this day bought a black two year old colt of J W Rice with a lump on his right fore ancle, for which I am to pay sixty dollars if that lump comes off. twelve months after date, and if that lump does not come off I promise to pay forty dollars for him

(signed) James W Boyd

Civil/Domestic Case File

Case No. 1855-CV-0077

No. 55-CU-77

Union Common Pleas Court.

Wm Liggett, Plaintiff,

AGAINST

Wm Satterfield, Defendant.

APR TERM. 1856

$66-86

Journal 6 Page 6

Record No. 7 Page 374

Ex. Doc. 13 Page 216

37.

William Liggett
vs
William Satterfield

Appeal

Cost bill
made & fee
received
1 6 p 6
B 216

Recorded in
Book 7 p 374

William Ligget
v
William Sattizpulu
Petition.

Filed july 7th 1855
Saber Randall
Clerk

Record

Account Continued
" To two Ceiling Cancels
To 19 rails

$2.00
.12
$9.43.

William Liggett plaintiff } Court of Common pleas
against } Union County Ohio
William Satterfield defendant }

The plaintiff says that there is due him from the defendant on an account for goods sold and delivered by him, the said William Liggett plaintiff to said William Satterfield defendant, the sum of fifty four dollars; with interest from the first of October 1852.

A copy of said account is hereunto attached.

Whereupon the plaintiff asks judgement for the sum of fifty-four dollars with interest from the first day of October 1852, against said ~~defendant~~

Hamilton & Sinclair
plaintiffs attorneys.

Union County Ohio SS

William Liggett being sworn says that he believes the statements of the foregoing petition are true.

W Liggett

Sworn to by William Liggett before me, and by him signed in my presence, July 7th 1853.

Jabez Randall Clerk

Copy of the account

William Satterfield to William Liggett

		Dr
1850, Oct 29,	To balance on Settlement	$19,42.
" "	30 to 3 bushels wheat at 62½ a bushel	1,87½
" Dec	to 5 " " " 62½	3,12½
" "	to plug of tobacco from Reeves	0,05
" "	To cash	,70
1851 January 1,	to two pigs 78 lbs at two cents	1,56
" "	15 to a plug of tobacco of Reed	0,07½
"	about the month of October 1851 to 19 bushels wheat borrowed and not returned	33,25
"	To finishing clearing	5,00
		64,05½

Cr

Jan 1851	to making 610 rails at 62½	$3,81¼
Nov "	To two bushels wheat returned	3.50

Over

Wm Liggett

vs

Wm Satterfield

Filed June 20th 1835
Saber Randall Clerk

Recorded

Wm Leggett
vs
Wm Saterfield

Judgment 21.37

Plantiffs Cost
Summons - 15
Swaring Plantif 5
Judgment 1.25
Affidavit
Subpoenas for 5 witnes 30
to Swaring the same 20
5 Witness fees 2.50
Judgment 25
Constable fees 1.25
$5.02

Defendants Cost
Cost on Transcript
from S Bucks Docket 1.00
Swaring Defendt 5
Swaring 2 Witnes 10
appea Bond 25
Trancript 1.35
1.75
2 Witnesses 1.00
2.75
~~Cost for~~ 29.14
Total

The State of ohio Union County ss

Damage claimed 64 08

Suit Braton Transcript from Perry Bucks Docket to be Tryed may 3rd 1855 may 3rd 1855 Parties Present But Trial adjourne By me on accont of other Business to may 10th one oclock P.M. I N Wills J.P.

may 10th 1855 Parties present Trial adjourned By Plantiff Showing Good cause of continuance & Granted to June fifth 1855 at Tenoclock A.M.

may 28th 1855 Issued Subpoenia for Templeton Leggett A. F. Leggett A. S. Morfore Jacob Fredrick & E. S. Rose as Witnesses for plantiff and Delivered the same to Samuel Herriott Const for there appearane on the Day above Written

may 31st 1855 Issued Subpoena for Joseph Dorana Christian Adams and Henry Hensel as Witnesse for Defendant

June 5th 1855 Subpoena Returned Served By Reading to all named therein Except E. S. Rose Who was not found

(Turn over)

June 5th 1855 Summons Returned
Served By Reading to the Within Named
Witnesses fee Serving 35 cts mileage 45
Saml Herrott Const

June 5th 1855 Ten oclock A M Parties
Present Plantiff and his Witnesses sworn
and examined
Defendant and his Witnesses sworn
and Examined Trial Had it is
therefor Considered By me that the
~~that the~~ Plantiff Recover of the
Defendent the Sum of Thirty Dollars
and Eighty cents and the Defendant Shall
have a Set off of nine Dollars
and forty three cents leaving a bala
nce Due the plantiff of Twenty one
Dollars and Thirty seven cent and Cost
of Suit that had or that may accru
there on
Appeal Bond Entered into By Defendant
J N Wells J P

I here by Certify the above to be a true Copy
of the Proceedin had before me in the afore Sed
this 12th June 1855 J N Wells J P

Recd on the above $,50 my fees
Jacob Frederick

Woodburn	1,20	Apl 6 1,20	2,40
Moffit	1,20	1,20	2 40
T. Leggett	1,15	1,15	2 30
A.P. Leggett	1,20	1,20	2,40
I. Frederick		1,20	1 20
			10,70

200	25
80	35
30	40
185	20
495	50
300	25
795	185

Green $1.° } Applicton $
Woodburn 1

Deposition of witness taken in a Case
Pending before Henry Ford a Justice of the Peace in and
for the County of Union and State of Ohio on the
3rd day of May 1855 at 10 o'clock AM when in behalf
of said plaintiff and defendant respectively
the Parties being present John T. Eggert with
County of Union of lawful age being first duly sworn
as hereinafter interrogated and sworn to
testify as follows

Question How many bushels of wheat did he
allege you owed him

Answer Fifteen bushels

Q How many bushels was returned

Ans Four

Question by defendant

Was you by when I received the wheat from
your father

Ans I was by when you got it out of the barn

Question Was I there when I got the wheat

Ans Abraham Murfoot & my Brother & then
Peter Cox I told you that I was going to weight
the wheat

Ans You said you was going to take it to Cooper
and get it

Q Was it that I got the wheat

Ans It was in the fall of Fifty one I think

Q To Peter Cox I may have of my own then at Northam
I gave him some of the oats

Q by plaintiff Did you receive of Mr Cook and
allegator getting wheat away from him before or after

Ans I did not receive of Mr Cook more getting wheat

Dear Sir

We send you the Bounty warrant of your father only but one line

And remain Respectfully yours

John S. Diggett

I Perry Pond a Justice of the Peace in and for the Township of Paxton in the County of Ross Ohio do certify that the above named Rose A. Diggett was by me first duly sworn to tell the truth the whole truth and nothing but the truth in the foregoing deposition in witness whereof I have hereunto subscribed my name at the time and place before

Witnessing whereof I have hereunto set my hand and seal this 13 day of Apr 1854

Perry Pond J.P.

Affidavit
to Merits

John Bell 5 cts

Leggett
vs
Satterfield

1850 William Salderfield Dr

Oct. 29	"	to W Liggett	
	"	+ To ballance on settlement	$19.42
" 30	"	To 3 bushels wheat 62½	1.87½
Dec	"	" 5 " " "	3.12½
"	"	to 1 Plug tobaco Repler	5
"		to Cash	70
1851			
Jan 1		to 2 Pigs 78 lb 2 cents	1.56
" 15	"	" ½ plug tobaco Reed	.7½
			25.80½

About the month of ~~sept~~ or Oct,
1857 to 19 bu of wheat Borrowed
and not returned 33.25

Dr to finishing clearing 5.00

$64.05½

1851 Cr

Jan 15	to making 610 rails 62½		3.81¼
1853 Nov 1857	to 2 bu wheat returned		3.50
Nov	to 2 Cider Barrels		2.00
			9.31¼
	to 19 rails		9.43

W. Liggett

~~25.80~~
~~9.31~~
~~16.49~~

64.05
9.31
54.74

Affidavit

William Salpa

vs

Aden

1.25
5

3/21 William Leggat

Vs

William Satterfield

I the said William Satterfield makes oath that one George Shumaker is a material witness for him as he verily believes and a witness whose testimony he cannot safely proceed to trial in this cause that the said Shumaker resides in Franklin County and that the affiant hopes and expects to procure the deposition of said witness by the thirtieth day of May 1855 that the affiant does not make for delay merely but for the purpose of justice

William Satterfield
Signed

Subscribed and sworn to this 13th day of April 1855

Perry Bucks J.P.

Leggett
vs
Saterfield
Sub. for Plff's writ.

Filed Oct 15th 1835
Saber Randall Clerk

Hamilton & Lincoln
Attys for Plff

Received this writ October 7th A.D. 1835 - answered the same
October 11th A.D. 1835 - by leaving a certified copy of this writ at
the residence of each of the within named defendants

Fees service	.75
6 Copies	1.20
Mileage	.75
Return	.10
	$2.80

William H. Ford sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Samuel Woodburn, A. S. Moffit Templeton Leggitt, Jacob Frederick, Chester Fox & A. P. Leggitt

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 3d day of next term, at 8 o'clock, A. M.,

to testify and the truth to speak on behalf of Plaintiff

in a certain controversy in said Court depending, wherein

William Leggitt is Plaintiff, and

William Satterfield Defendant, and

this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 9th day of October A. D. 1855.

Taber Randall Clerk.

Leggett
vs.
Satterfield

Costs before Justice	~~$6,77~~
Sheriff Robb	~~5,16~~ 5 26
Witnesses both terms	10,70
Clerk	~~7,95~~ 8,95
	31 58
	21 37
	52,95

Urban

April 7th 1856 Costs Liggett vs Delafield

Received of John Wm Freeman

fifty cents

his mark

Christian + Adams

April 1st 1875 serving the within by
reading to the defendant & leaving a certified
copy in his possession

Sheriff's fees		20
serving		10
copy		15
		45

W. Sowersberg

Printed and Sold by Cox, Spears & Co.,] SUMMONS. [Statesman Office, Columbus, O.

THE STATE OF OHIO, Union County. } **To any Constable of** Leesburg **Township:**

You are commanded to summon William Littlefield

to appear before me, the undersigned, a Justice of the Peace, in and for said Township and County, at my office therein, on the 12 day of April 1855, at 10 o'clock, A M., to answer unto William Engel who claims of the defendant, the sum of sixty cents Dollars, ~~for~~ A few cents for board & Room & board on Release or settlement and claim

You will make due return of this Summons.

Given under my Hand this 9 day of April A. D. 1855.

Ross Beach Justice of the Peace.

In the action of William Leggett against William Saterfula I John W Foreman acknowledge Myself Bail for the appellante in the Sum of Fifty Dollars to be Levyed of my Goods and Chattles Lands and Tenements in case the appellant Shall be Condemned in the action and Shall fail to pay the Condemnation money and Costs that has accrued or may accrue in the Court of Common Pleas

John W. Foreman

The within Bond was taken Signed and acknowledged on this 12th Day of Jun 1855 before me

I N Wells J.P.

Leggett
vs
Satterfield

Suit for Plff Will,

Filed April 1st 1856
Saber Randall Clk

Hamilton & Lincoln
Attys for Plff

Received this writ April 1st A.D. 1856
and served the same day by reading this
writ in the presence of Chester Fox

Fees Service	12
Mileage	05
Return	10
	27

William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Chester Fox to be and appear before the Honorable the Judge of our Court of Common Pleas of said county, at the Court House in the town of Marysville, on the 1st day of next term at 10 o'clock, A. M., to testify and the truth to speak on behalf of Plaintiff in a certain controvery in said Court pending wherein William Liggett is Plaintiff, and William Satterfield is Defendant, and this he shall in no wise omit under the penalty of the law, and have then there this writ.

Witness, TABER RANDALL, Clerk of said Court at the Court House in Marysville this 1st day of April A. D. 1856.

Taber Randall Clerk.

Leggett
vs
Saterfield

Deft. for Pltffs writ

Filed March 26th 1856

Saber Randall Clerk

Hamilton & Lincoln

Received this writ March 19th A.D. 1856 and served the same March 25th A.D. 1856 by sending this writ in the presence of Jacob Frederick Samuel Woodburn and Leggett, and by leaving certified copies of this writ at the residence of the following named persons to wit A. L. Moffitt & A. P. Legget

Fees Servia	.62
Copies	50
Milage	65
Return	10
	$1.87

William H. Robb Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Samuel Woodburn A. S. Moffit Thornton Leggett Jacob Frederick & A. P. Leggett

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 1st day of next term, at 10 o'clock, A. M., to testify and the truth to speak on behalf of ~~Defendant~~ Plaintiff in a certain controversy in said Court depending, wherein

William Leggett is Plaintiff, and

William Saterfield Defendant, and

this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 19th day of March A. D. 1856.

Taber Randall Clerk.

COMMON PLEAS OF THE COUNTY OF UNION

Civil/Domestic Case File

Case No. 1855-CV-0078

No. 55-CU-78

Union Common Pleas Court.

Eliza Stafford
Plaintiff,

AGAINST

Abel Stafford
Defendant.

OCT TERM. 1855

DECREE FOR PLAINTF
$52

Journal 5 Page 442
Record No. 7 Page 254
Ex. Doc. B Page 116

Stafford
vs
Stafford

To be recorded

Jour 5 p 442
Oct 16th 1835

Recorded in
book 7 page 255

Minor Court Plea

Elija Stafford Pltff.
vs Petition for Divorce

Abel Stafford deft.

Filed
Recorded
Filed June 20th 1855
Saber Randall Clerk

Copied & Compd
June 21st/55
Mr. Sumter

Abel Stafford
Now at Seneca
Falls Cayuga
Co. New York
The Clerk will serve
and to Mr. Addison
a Copy of this Petition
with a Copy of the
Subpoena notice
attached, requesting
serving & making
Return
C. Sumter

Eliza Stafford Plaintiff
vs
Abel Stafford Defendant

Union County.
Common Pleas.
Petition for Divorce

Eliza Stafford of Union County Ohio. represents, that she has been a resident of Ohio, for one year last past, and is now a resident of Union County Ohio. That she was married to Abel Stafford of Her-Union County O.T. Calum the prayer may be made defendant to this Petition, on or about the 10th day of November AD 1844.. in Hardinsco County, New York. That she went to live with said Defendant as his wife. and continued to live with said Defendant in such relation for about two months, when the said Defendant without any assignable cause, abandoned your Petitioner, without Explanation, or making any provision for the maintenance or support of your Petitioner, which remained owing, and neglected your Petitioner ever since; Although the friends of your Petitioner have made frequent efforts to induce the said Defendant, Explain his Conduct in this behalf. which the said Defendant has neglected to do.

Your Petitioner further represents, that some time since she had an interview with the said Defendant at which time, he informed your Petitioner that he should never return to her, as his Husband, and upon the ongoing living made for his woman, said Defendant, then said that Phebe Gad, a girl living in the same house with the said Defendant, was in the way, leaving your Petitioner to infer that said Defendant had at the time of the marriage and ever since, had been, and was under the influence of the said Phebe Gad, improperly-

Your Petitioner further represents, that immediately after her marriage, and, the time of the separation expressed, she was living at home with her Father who has since deceased, and the parties living in the immediate neighbourhood of the said ~~and the~~ Defendant. Her life became a burthen to her, all hope of reconciliation having been abandoned by your Petitioner and the Parties. Your Petitioner has abandoned home, and the place of nativity, and taken up her residence amongst Comparative Strangers, in preference to living, in the neighbourhood of the said Defendant who has been guilty by such gross ill usage, to your Petitioner.

Your Petitioner, Charges the said Defendant with willfully abandoning her in manner aforesaid, and with willfull absence and gross neglect of duty as husband, for a period of more than three years. And with cruelty tending to adultery with the said Phebe Ford.

Your Petitioner, therefore prays that on the hearing, this Hon.le Court, will by the proper order and decree annul the Marriage Contract existing between your Petitioner and said Deft. ~~in manner~~ and relieve both parties from the Obligations of the same, and Grant to your Petitioner reasonable Alimony, and such other and further relief in the premises as may be consistent with equity, and the statute in such Cases made and provided.

By Owen-Hunter
Atty for Petitioner

The State of Ohio
Union County ss.

The said Elijah Stafford being duly sworn on his Oath says that the matters and things set forth and contained in the foregoing Petition as from the information of others, he believes to be true, and that all other matters therein stated are true in substance and in fact.

Sworn to before me, and subscribed in my presence this 20th day of June A.D. 1855.

Elijah Stafford

Geo. Lincoln
Notary Public

State of New York }
Herkimer County } ss.

Peter Boyer of the town of Manheim in said County being duly sworn deposes and says that on the 21st day of September 1855 at the town of Danube in said County he served a copy of the within notice upon Abel Stafford the defendant in the above entitled cause by delivering the same to him personally and leaving the same with him.

Sworn to this 21st day of September 1855 before me }
Wm Lewis
Justice of the Peace

Peter Boyer

Office of Lewis & Cort
Attorneys
Dolgeville

Office
Cort
Wheat

Eliza Stoppard Pltff
vs
Abel Stoppard Deft

Union County Court
Recess. State of Ohio.

The said Defendant
will take notice, that the Plaintiff will take
Depositions, to be read in evidence on the trial
of this Cause, at the Office of Charles Lewis
Ogden, in the Village of Little Falls, in the
County of Herkimer, in the State of New York
on the 24th and 25th days of September
instant, 1858, between the hours of 10 Oclock
A.M. and 4 Oclock P.M. of said days,
before Competent Certificate.
September 1858.

Charles Smedes
Atty for Plaintiff

Copy received by Peter Boger 21. September 1858.
and Copy of Notice in this Deposition to include
this in Interrogatories

Over.

Examination of witnesses had before me Charles Lewis a Justice of the peace of the town of Little Falls in the County of Herkimer and State of New York at my office in said Little Falls for a certain action depending in the Court of Common Pleas Union County & State of Ohio in which Elizer Stafford is plaintiff and Abel Stafford is defendant pursuant to the Laws of the State of Ohio and to a notice duly served upon the defendant in said action which is hereto annexed with proof of service of the same —

On this 24th day of September 1855 personally appeared before me John H Link of the town of Danube in the County of Herkimer who being duly sworn did depose & testify as follows —

I reside at the town of Danube Herkimer County I am acquainted with Elizer Stafford and Abel Stafford Elizer was the daughter of Nicholas Schuyler I know by the general reputation in the neighborhood that they were married some ten years ago I live about one mile from them I do not know that they ever lived together I never have known of him providing anything for her I was one of her near neighbors never heard anything against her character whatever she lived with her father until his death & he lived with his father they lived 4 miles apart around the road but across about one mile her father has been dead one or 2 years and said Elizer has been to Ohio to live

J H Link

the foregoing deposition was taken & written down by me from the mouth of the witness and in his presence and was

subscribed by him in my presence after being read over to him as written

Ched Lewis
Justice of the Peace

Ad On this 24th day of septemb 1855 Personally appeared before me William G Masten of the town of Danube and County of Herkimer who being duly sworn depores and says I reside in the town of Danube County of Herkimer State of New York I know the parties Abel Stafford & Elizer Stafford since their marriage and before the marriage they resided in Danube I think it is going 10 years since they were married she continued to reside with her father up to the time of his death about 2 years ago. he resided with his father during the same time except he was absent about one or two years soon after they was married he has never to my Knowledge ~~has~~ provided for her nor lived with her as his wife she is a woman of good character in the neighborhood where she lived and as far as my Knowledge extends

William G Masten

The foregoing deposition of William Masten was taken before me was written down from the mouth of the witness and in his presence and being read over to the witness was subscribed by him in my presence

Ched Lewis
Justice of the Peace

On this 24th day of September 1858 Personally appeared before me Mary Schuyler of the Town of Danube Herkimer County State of New York who being duly sworn deposes and says —
I reside in Danube County of Herkimer State of New York I am widow of Nicholas Schuyler deceased & mother of the defendant I know Abel Stafford he was married to my daughter ~~the 10th of November 1844~~ Elizer the plaintiff on the 10 day of November 1844 I was present at the marriage they were married at our house he ~~did not live~~ remained at the house ~~for~~ that night and left the next day and continued absent about two weeks when he returned and stayed a day or two with her at our house he then left and never visited her again except to spend an evening with her when she was verrey sick and had watchers and on one other occasion when she was ill and sent for him and both of which ~~were~~ occasions were within 3 or 4 months after their marriage He entirely abandoned her & paid no attension to her as his wife and contributed nothing to her support and has continued to conduct himself in the same manner up to this time he has never to my knowledge or so far as I have heard made any complaint against Elizer nor assigned any good reason for his abandonment of her.

Mary Schuyler

The foregoing deposition of Mary Schuyler was taken & sworn to before me was written down by me from the mouth of the witness in her presence & then read over to the witness was subscribed by her in my presence

Orsel Lewis Justice of the Peace

On this 24th day of September personally appeared before me Ralph Simms of Danube Herkimer County New York who being duly sworn deposes & says as follows —

I reside in the town of Danube Herkimer County and State of New York I am acquainted with the parties Abel Stafford & Eliza Stafford formerly Eliza Schuyler I knew them as well before marriage as since & have known them from child hood I knew when they were married by the common repute in the neighborhood she has always has sustained a fair character in the neighborhood where she has resided they have not lived together as man and wife he has never removed her from her father house he never has ~~and~~ to my knowledge made [redacted] any provision for her support. By common report in the neighborhood he has abandoned & neglected her from the time of her marriage up to the present time I never heard anything against her & never heard that he ever found any fault with her she continued to live with her father up to the time of her fathers death some 2 or 3 years ago defendant has resided in the same town for the most part of the time during the same period

Ralph Simms

The foregoing deposition of Ralph Lionel was taken & sworn to before me was written down by me from the mouth of the witness in his presence and being read over to the witness was subscribed by him in my presence

Chas Lewis
Justice of the Peace

State of New York, }
HERKIMER COUNTY, } ss.

I, E. T. CLELAND, Clerk of the County of Herkimer, DO CERTIFY that Charles Lewis Esquire, whose name is subscribed to the certificate of the ~~proof or acknowledgment of the~~ annexed instrument in writing and endorsed thereon, was at the time of taking such proof ~~or acknowledgment~~ a Justice of the Peace, in and for said county, dwelling in the said county, and duly authorized to ~~take the same~~ administer oaths & affidavits &c; that I am well acquainted with the hand-writing of the said Justice, and verily believe the name subscribed to the said certificate to be his genuine signature, ~~and that the same is executed and acknowledged according to the laws of this State.~~

In Witness Whereof, I have hereunto set my hand and affixed the seal of the said county, at Herkimer, this 29th day of Sept A. D. 1856

E. T. Cleland Clerk.

Filed Oct, 15th 1855

Seth Randall Clk

Recorded

NOTICE.

Eliza Stafford, pl'tff, vs. Abel Stafford, de'ft.
Petition for Divorce. Union Com. Pleas.

THE said defendant, who is a resident of Herkimer county New York, will take notice that the said Eliza Stafford has this day filed her petion in said court for a Divorce and Alimony; alledging as cause wilful abandonment shortly after her marriage in 1844, and a continued absence from her for more than three years last past, and with living in adultery with Phebe Ford.

Said cause will be for hearing at the next October term of said court, which will commence its session on the 16th day of October 1855.

CHARLES SWEETSER,
att'y for petioner.

June 20, '55.
n41w6pf$3,50.

I, Samuel M'Bratney, do make solemn oath that I am the publisher of ~~a weekly Newspaper~~ the Marysville Tribune a weekly Newspaper of general circulation in Union County Ohio, and that the annexed Notice was published for more than four consecutive weeks previous to the 16th day of October A. D. 1855

Samuel M'Bratney

Sworn to and subscribed before me this 15th day of October 1855

Taber Ronsall Clerk

Pd. 50 fees Samuel M'Bratney

Clerk Court of Common Pleas
of Union County.
Marysville
Ohio

Filed Oct. 12th 1833
Taber Monroe Clk

Opened by request of Counsel for Plff.

Lakin Randall Clerk

Civil/Domestic Case File

Case No. 1855-CV-0079

No. 55-CV-79

Union Common Pleas Court.

Joseph Robinson
Plaintiff,

AGAINST

Samuel Shafer
Defendant.

June 1855

JUDGMENT VS DEFENDANT

$195 76

Journal 5 Page 423

Record No. 7 Page 199

~~Joseph H. Robinson~~
vs
~~Samuel Wheeler~~

~~Petition~~

Joseph H Robinson
vs
Samuel Shafer
Petition

Filed Jun 22 1865
Gaber Randall Clerk

Costs billmade
after Record

Recorded

Joseph A Robinson } Court of Common
against } pleas, Mercer County
Samuel Shafer } Ohio.

Joseph A Robinson plaintiff says there is due to him from Samuel Shafer defendant on a promissory note of the said Samuel Shafer, a copy of which is hereto attached, the sum of three hundred and fifty dollars with interest from the first day of April 1854; and twenty one dollars with interest from the first day of April 1855. Whereupon the plaintiff asks judgment for the sum of three hundred and fifty dollars with interest from the first day of April 1854; and also for the sum of twenty-one dollars with interest from the first day of April 1855.

George Linaluc
plaintiff's attorney.

Mercer County Ohio
Joseph A Robinson being sworn says that he believes the statements of the above petition to be true. Joseph A Robinson

Sworn to before me and signed by Joseph A Robinson this 22d day of June 1855

Saber Randall Clerk

A copy of Note
Apr 7 1854 ~~On~~ before the first day of Apr 1855 I promise to pay Andrew H. Reed or bearer the sum of three hundred and fifty dollars with ~~interest~~ six per cent interest, and twenty one dollars without interest, ~~Dated this~~
Samuel Shafer.

Filed 22d June
1833
Zabn Rendall
Clerk

Recorded

I do hereby authorize and empower L. S. Hamilton or any other attorney at law in the State of Ohio to appear in any Court of Record of said State at any regular term of said court and waive the issuing and service of process and confess judgment against me and in favour of Joseph H. Robinson for the sum of Five hundred Three hundred and Ninety three 61/100 Dollars with Interest thereon from the 16th day of May 1855 and also for the costs of suit and thereupon to release all errors and writs of error.

Dated this 16th day of May 1855

Samuel Shaper

Ella June 22, 1843

McCorkle

#

Joseph Robinson plaintiff } Court of Common
against } pleas Miami County
Samuel Shafer } Ohio.

And the said Samuel Shafer by his attorney C. S. Hamilton, comes and by virtue of a Warrant of attorney hereunto filed, comes and waives the issuing and service of process herein, and enters the appearance of said Samuel Shafer, and for plea says that he cannot deny the action of the plaintiff, nor but that he, the said defendant did promise as the plaintiff hath complained, nor but that the defendant doth owe the plaintiff three hundred ninety-five 76/100 dollars debt as the plaintiff hath complained in his petition; and the defendant confesses judgment therefor and costs; and all errors are hereby released.

C. S. Hamilton
Defendants attorney.

D. 76

Joseph H. Robinson
vs
Samuel Shaper

Debt $195,76
Costs 3,76
this writ ,70

Filed Aug. 25th 1833
Yates Randall Clerk

Received

Hamilton & Lincoln
~~C. H. Shaper~~
Atty for Plff.

Received this writ July 23rd A.D. 1833 and levied the same July 24th A.D. 1833 on goods & chattels found in Lorain & therefore levied on the following described real estate situate in Lorain County & state of Ohio to wit Being the same tract of land conveyed by Amos Robinson to Lorain A. Bear, also commencing at a stone at the southeast corner of said tract, thence north 1 rod to a small ash and Hickory thence north east corner of said tract, thence with the line of James Robinson 8,53 W 175 poles to a Hickory & White oak thence with said line N 86 W 94 poles to a white oak, thence S 1 W 176½ poles to two white ashes and Hickory, thence N 85 E 94 poles to the beginning containing one hundred acres,

Levied the same to satisfy the rights of Joseph Hommon, Amos Robinson & William Hempson.

The land was not sold for want of time to advertise

Fees levied 35
Serg. 35
Mileage 60
Calling Jurors 1,25
Appraisers fee 1,50
Copy of Assessment 50
Return ,10
$4,40
,70
5,10

William A. Rath Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Union COUNTY, GREETING:

Whereas, at the **Court of Common Pleas** *of the county aforesaid, begun and held at the court house in the town of Marysville, on the* 22d *day of* June *A. D.* 1855, Joseph H. Robinson

recovered against

Samuel Shafer

as well as the sum of one hundred & ninety five *dollars and* Seventy Six *cents for* his *debt, as the sum of* ..... *dollars and* ..... *cents, for* ..... *damages; as also the sum of* $3,76 *for* his *cost and charges in that behalf expended, as of record is manifest.*

You are therefore commanded, that of the goods and chattels, and for the want thereof, of the lands and tenements of the said Samuel Shafer

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 22d *day of* June *A. D.* 1855 *until paid, also the sum of* $ ..... *the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.*

Hereof fail not at your peril, and have then there this writ.

Witness TABER RANDALL, *Clerk of said Court,*

at the Court House aforesaid, this 23d *day of* July *A. D.* 1855.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

F. D. 76

Joseph H. Robinson
vs
Samuel Shafer

Debt	$195.76
Costs	3.76
Accrued cost	5.10
This writ	70

Filed Oct. 30 1835
John Ranoace Clerk

Recorded

Hamilton & Lincoln
Attys for Plff

Received this writ August 25th A.D. 1835.
Advertised the within described real estate for sale at least thirty days in the Marysville Tribune a newspaper published and in general circulation in Union County.
Afterwards to wit on the 27th day of September A.D. 1835 - that being the time said property was advertised to be sold I offered the same for sale according to law but it was not sold for want of bidders.

Fees Service .35
Advertisement 25
Return 20
Printers fee $2.50
$3.30

William H. Robb Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to expose to sale those Lands and Tenements of Samuel Shafer bounded & described as follows Situate in Jerome Township in said County being part of Survey No 3475 & being the same tract of land deeded by James Robinson to Andrew H. Beard, beginning at two small ashes & Hickory Southeast corner of said tract, thence thence with the line of James Robinson Jr. S53W 175 poles to a Hickory & water beech in the west original line of said Survey thence with said ~~Survey~~ line N36W 94½ poles to a white ash sugar & water beech, thence N53E 176 poles to two white ashes & hickory thence S35E 94 poles to the beginning containing one hundred acres

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy

Joseph H Robinson

the sum of One hundred and ninety five dollars, and Seventy six cents for his debt ~~for damages~~, together with 3 76/100 dollars for his costs, with interest thereon from the 22d day of June A. D. 1855 until paid, which late in our said Court the said Joseph H. Robinson

recovered against the said Samuel Shafer

as of record is manifest. Also, $ 5,10 increase of costs, and accruing costs.—

~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or other as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you make due return of this writ in sixty days.

Hereof fail not at your peril, and have then there this writ.

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 25th day of August A. D. 1855.

Taber Randall Clerk.

SEAL OF THE CLERK OF THE COURT OF COMMON PLEAS OF UNION CO.

Received this writ October 25th 1835, advertised the within described real estate at least thirty days in the Mayesville Gazette, a newspaper published near the premises, executed the within writ before the time of sale the plaintiff agreed this writ to be returned without further process.

Fees received	55
Advertisement	25
Return	10
Printers fee	3.00
	$3.90

William H. Nash Sheriff

L. B. 76

Joseph H. Robinson
vs
Samuel Shafer

Debt	$395,76
Costs	3,76
Increase of costs	9,10
This writ	70

Filed Dec. 7th 1835
Yates Rondale Clerk

Received

Hamilton & Lincoln
Attys for Plff.

17.26
24
41.26

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to expose to sale those Lands and Tenements of Samuel Shafer bounded and described as follows situate in Jerome Township in said County being part of Survey No. 3475 it ~~the~~ being the same tract of land deeded by James Robinson to Andrew H. Beard beginning at two ~~hickory~~ small ashes & hickory southwest corner of said tract thence with ~~said~~ the line of James Robinson jr S53W 175 poles to a Hickory & water beech in the west ~~in the west line~~ original line of said survey thence with said line N36W 94½ poles to a white ash sugar & water beech, thence N53E 176 poles to two white ashes & hickory, thence S35E 94 poles to the beginning containing one hundred acres

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy Joseph H. Robinson

the sum of three hundred and ninety five dollars, and Seventy six cents for his debt ~~for damages~~, together with 3 76/100 dollars for his costs, with interest thereon from the 22 day of June A. D. 1853 until paid, which late in our said Court the said Joseph H. Robinson

recovered against the said Samuel Shafer

as of record is manifest. Also, $ 9,10 increase of costs, and accruing costs.— ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you make due return of this writ in sixty days. Hereof fail not at your peril, and have then there this writ.

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 29th day of October A. D. 1855.

Taber Randall Clerk.

COURT OF COMMON PLEAS OF THE COUNTY OF UNION

Civil/Domestic Case File

Case No. 1855-CV-0080

No. 55-CV-80

Union Common Pleas Court.

Martha Baughman
Plaintiff,

AGAINST

Hiram Baughman
Defendant.

APR TERM 1856

DECREE FOR PLAINTIF

Journal 6 Page 4

Record No. 7 Page 288

Ex. Doc. B Page 254

Martha Baughman
vs
Hiram Baughman

I. 6. p 4. Apl 1st
1856

Divorce Granted
& Judgt vs Def for costs

D. B. 254
for record

Recorded in Book 7
page ~~356~~ 288

Martha Baughman

vs

Ebenezer Baughman

Petition for Divorce

Filed June 26th 1833
Saber Randall Clerk

Recorded

J. C. Doughty
atty for Petitioner

The State of Ohio } To the Honorable
Union County } Judge of the Court
of Common Pleas of
Union County

Your Petitioner Martha Baughman
of the County of Union and State
of Ohio represents that she is a resident
of the County of Union and State of
Ohio for more than two years last
past, And, that she was lawfully joined
in the bands of matrimony to the
Jeremiah Baughman, her husband, On or about
the tenth day of October in the year
of our Lord, One thousand eight
hundred and fifty. from which
time forward, they lived, and cohabited
together as man and wife, until about
the twenteth of June, Eighteen hundred
fifty two. Your Petitioner further represents
that the said Jeremiah left, On or about the
20th of June, 1852, and went to parts
unknown, and has not been heard
of since; Your Petitioner further represents
that the said Baughman is guilty of wilful
neglect of duty, in this that, he never did
provide any of the necessary means for the
use and benefit of his family, but upon
the contrary did utterly refuse so to do,
And abandon, your Petitioner without
any cause whatever or provocation
whatever

Your Petitioner further

Represents; unto your honour
that by means of the several premises
set forth, above, the domestic peace
and happiness, has, been, entirely
destroyed, Your Petitioner further
represents, that she has, one heir, and
born about, one year, after her said
marriage, to the said Abram Baughman
Your Petitioner prays, that the marriage
contract between your Petitioner &
the said Abram Baughman may be,
dissolved; and that she may be appointed
Guardian of her infant child; and restored, to
all her personal, rights, ~~and~~ and property
again, Your Petitioner further prays
that, the said Abram Baughman may
be decreed, to pay, unto your petitioner
suitable alimony.

May it please your
honour, to grant, unto your petitioner
the writ of Subpoena, issuing out of,
and under the seal, of this honourable
Court to be directed to the said Abram
Baughman, commanding him on
a certain day, and under a certain
penalty, therein to be expressed, personally
to be and appear, before your honour
in this honourable Court, then and
there, to make, true full, and
perfect answers, to all and singular
the premises, and stand to and
abide, and perform such order

direction and decree, as to your honour shall seem meet and according to the statutes in such cases provided.

J. E. Doughty Atty
for Petitioner

Baughman
vs
Baughman

Sub. for Deft's Writ

Filed April 1st 1836
Gabe Rendall Clerk

Cole for Deft.

Received this writ March 27th 1836
and served the same March 31st 1836
by reading this writ in the presence
of Joseph Walker Moses Huffman Wm Thompson
Samuel Hammond & George Hammond
& John Haggard

Fees Service	75
Mileage	.50
Return	.10
	$1.55

William H. Robb Sheriff

Clerk 95

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Joseph Walker Moses Hoffine Wm Thompson Samuel Hannawalt George Hannawalt & John Haggart to be and appear before the Honorable the Judge of our Court of Common Pleas of said county, at the Court House in the town of Marysville, on the 1st day of next term at 10 o'clock, A. M., to testify and the truth to speak on behalf of Defendant in a certain controvery in said Court pending wherein Martha Baughman Plaintiff, and Hiram Baughman Defendant, and this he shall in no wise omit under the penalty of the law, and have then there this writ.

Witness, TABER RANDALL, Clerk of said Court at the Court House in Marysville this 27th day of March A. D. 1856.

Taber Randall Clerk.

Martha Baughman
vs
Hiram Baughman
Sub. for Plffs wit

Filed March 26th 1856
Saber Randall Clerk

Received this writ March 19th A.D. 1856
and served the same March 25th A.D. 1856
by leaving a certified copy of this writ at the residence
of the following named persons to wit
John Gamble Hannah Warner & Samuel
Sherwood

Fees Service	.38
Copies	.60
Mileage	.50
Return	.10
	$1.58

William H. Robb Sheriff

Doughty for Plffs Clerk 50

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Hannah Warner Samuel Sherwood and John Gamble

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 1st day of next term, at 10 o'clock, A. M.,

to testify and the truth to speak on behalf of Plaintiff

in a certain controversy in said Court depending, wherein

Martha Baughman is Plaintiff, and

Hiram Baughman Defendant, and

this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 19th day of March A. D. 1856.

Taber Randall Clerk.

Daughman
vs
Daughman
Sub. for Alm. Cert.

Filed Oct. 15th 1855
Yale Randall Clk

Daughty Atty
for Plff

Received this writ October 9th A.D. 1855 and served the same October 10th A.D. 1855 by leaving certified copies of this writ at the residence of the within named witnesses

Fees, Service	.38	
Mileage	45	Clerk 50
Copies	60	
Return	10	
	$1.53	

William H. Robb Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Samuel Sherwood Hannah Warner, John Gambor

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 3d day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of Plaintiff in a certain controversy in said Court depending, wherein

Martha Baughman is Plaintiff, and

Hiram Baughman Defendant, and

this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 9th day of October A. D. 1855.

Taber Randall Clerk.

COMMON PLEAS OF THE COUNTY OF UNION

Martha Bayles

vs

Steven Bayles

Proof of publication

Filed Oct. 15 1835
Salem Randall Clerk

Recorded

NOTICE.

Martha Baughman vs. Hiram Baughman.

In Union Common Pleas. Divorce.

THE said Hiram Baughman will take notice that the said Martha Baughman filed her petition in the court of common pleas of Union county, Ohio, on the 26th day of June A. D. 1855, the object and prayer of said petition is that she may be divorced from the said Hiram Baughman, for the following causes to wit: Wilful absence for more than three years, gross neglect of duty; also that she may receive the appointment of guardian of her infant child, and obtain a decree for alimony.

J. C. DOUGHTY, att'y for pet'r.

June 26, '55.—n41w6.

Printers fee $3.50

State of Ohio Union County ss.

Samuel McBratney being duly sworn deposeth and saith. that a notice of which the annexed is a true copy was published six weeks successively immediately previous to the 16th day of October AD 1855 in the Marysville Tribune, a Newspaper of general circulation in the County of Union which

Samuel McBratney } Printer

Sworn to and subscribed before me this 16th day of October AD 1855

Zaher Rendall Clerk

Civil/Domestic Case File

Case No. 1855-CV-0081

Law 62

Joel Bradley & wife
vs
Andrew Thompson

J. 6 p 23 April Σ 1835

Dismissed without
prejudice. ~~for~~
for Defendant
Judgment as Pltff for
Costs

D. B3, 266

Schmitt 1,52
Clara 3,60

Union Com. pleas.
Joel Bradley & wife.
against } Petition.
Andrew Thompson.

Filed July 5th 1855
Salem Randall Clerk

Copied for defendant

J Buck & Co at Porter
Attys for Plff

Joel Bradley &
Amelia Bradley his wife
against
Andrew Thompson

Pltffs
Union County, Court of Commonpleas.
Deft
A civil action. Petition

Joel Bradley and Amelia Bradley (formerly Amelia Phifer, daughter of Joseph B. Phifer) plaintiffs, say that one Arthur Brightfield, on the 31 day of January eighteen hundred and forty one obtained of Joseph B. Phifer and wife (both now deceased) a deed for three hundred and three acres of land, situate in said County and described in said deed, for which said Brightfield agreed to pay twenty four hundred dollars; and he took said land subject to a judgment of three hundred and sixty four dollars and twenty four cents against said Phifer, referred to in said deed. Plaintiffs say that no part of said consideration has been paid; and the defendant, with knowledge of those facts, and of the equity of said Phifer and his lien on said land, on the first day of March in the year 1843, obtained a deed for said land from said Brightfield, who has departed this life, leaving neither property nor heirs responsible in the premises. The plaintiffs say that said Thompson holds said lands as trustee for said Phifer and his heirs, who were living at his death, and further that they are entitled to one fifth part of said estate of said Phifer in the right of said Amelia; but said Thompson hath refused to pay any part of said money and so has forfeited his right to said land, and should restore the same, with the issues and profits, at two hundred for each year the same has been so held. The plaintiffs ask a judgment for the fifth part of the issues and profits, and for the undivided fifth of said land to be conveyed to them as their right; or if said land cannot be conveyed, then, and in that event, that the amount be paid to them, chargeable and charged on said land not conveyed to an innocent purchaser, or grant such other judgment as Justice may demand.

Pltffs by
S. Buck and
Coats & Porter,
Their Attorneys.

Greene County. Ohio

Joel Bradley being sworn, says he believes the statements in the foregoing petition to be true.

Joel Bradley

Sworn to before me J. D. Johnson, a Justice of the peace of said County of Greene, this 29th day of June 1855. and signed by Joel Bradly in my presence.

John D Johnson J.P.

Joel Bradley &
Amelia Bradley
against
Andrew Thompson

Clerk will issue a Summons returnable according to law.
Amount demanded in value $2000.

S. Buck with
Coats & Porter, for Deft.

Union Com. Pleas

Joel Johnson & wife

vs.

Andrew Thompson

Summons

Filed July 21st 1853

Gaber Randall Clk

Stanton & Alison

Joel Johnson & Sarah S. Johnson his wife. against Andrew Thompson

Union County Court of Common Pleas.

The defendant Andrew Thompson demurs to the petition for the following Causes:

1st The petition does not state facts sufficient to constitute a cause of action.

2nd The plaintiffs have not legal capacity to sue.

3rd There is a defect of parties plaintiff.

July 21 - 1855

Stanton & Allison
Attys for Deft

Saul Bradley & wife
vs
Andrew Thompson

Amount demanded
$2000,00

Filed July 13th 1853
John Monroe Clerk

Buck, Coats & Pole
Atty's for Plff

Received this writ July 5th 1853 and served the same July 9th 1853 by presenting a certified copy of this writ to the within named Andrew Thompson

Fees service	35
Mileage	50
Copy	25
Return	10
	$1.20

William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Andrew Thompson that he has been sued by Joel Bradley & wife in the Court of Common Pleas of Union County, and that unless he answer by the 4th day of August A. D. 1855 the petition of the said Joel Bradley & wife against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 16th day of July A. D. 1855.

Witness my hand, and the seal of said court this 5th day of July A. D. 1855.

Saber Randall

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0082

No. 55-CV-82

Union Common Pleas Court.

Joel Johnson et al
Plaintiff,

AGAINST

Andrew Thompson
Defendant.

APR TERM. 1856

JUD'G VS PLAINT'F

Journal 6 Page 23

Record No. No Record Page

Ex. Doc. B Page 268

Law

40

Isaac Johnson & Wife
vs
Andrew Thompson

Cost Bill made
no record
D. B.
268
C

Noel Johnson & wife
vs
Andrew Thompson

Amount demanded
$2000.00

Filed July 13th 1853
Calvin Pancoast Clerk

Recd. Costs Paid
Atty for Pltff

Received this writ July 5th A.D. 1853 and served the same July 9th 1853 by presenting a certified copy of this writ to the within named Andrew Thompson

Fees Service	35
Mileage	50
Copy	25
Return	10
	$1.20

William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Andrew Thompson that he has been sued by Joel Johnson & wife in the Court of Common Pleas of Union County, and that unless he answer by the 4th day of August A. D. 1855 the petition of the said Joel Johnson & wife against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 16th day of July A. D. 1855.

Witness my hand, and the seal of said court this 5th day of July A. D. 1855.

Saber Randall

Clerk of the Court of Common Pleas of Union County.

Union Com Pleas

Joel Bradley
& wife
vs
Andrew Thompson

Demurrer

Filed july 21st 1855
Peter Randall Clerk

Stanton & Allison

180
32
162

Joel Bradley & Amelia Bradley his wife
against
Andrew Thompson

Union County Court of Common Pleas.

The defendant Andrew Thompson demurs to the petition for the following causes.

1st The petition does not state facts sufficient to constitute a cause of action

2nd The plaintiffs have not legal capacity to sue.

3rd There is a defect of parties plaintiff

July 21st 1855

Stanton & Alison
Attys for Deft

Greene County.

Joel B. Johnson being sworn, says he believes the statements in the foregoing petition to be true.

Joel B. Johnson

Sworn to by Joel B. Johnson before me John D. Johnson a justice of the Peace for said County of Greene, this 26th day of June 1855 and signed in my presence John D. Johnson J. P.

Joel B. Johnson &
Sarah D. Johnson his wife
against
Andrew Thompson

The Clerk will issue a summons returnable according to law. Amount demanded $200.

S. Buck &
Coats & Porter Attys
for Plaintiffs

Union Common Pleas
Joel Johnson & wife
against Petition
Andrew Thompson

Filed July 5th 1855
John Randall Clk

Copied for
defendant

J. Buck and
Coats & Porter
Attys

Joel B. Johnson, and
Sarah D. Johnson his wife
against
Andrew Thompson

Union County, Court of Common pleas. Civil action.

Petition

Joel B. Johnson and Sarah Johnson, (formerly Sarah Phifer, daughter of Joseph C. Phifer)

Plaintiffs, say that one Arthur Creighfield on the 31 day of January A.D. 1841, obtained of said Joseph C. Phifer and wife, (both now deceased) a deed for three hundred and three acres of land situate in said County, and described in the deed; for the which the said Creighfield agreed to pay twenty four hundred dollars, and he took said land subject to three hundred and sixty four dollars and twenty four cents, of a judgment against said Phifer, referred to in said deed. Plaintiffs say that no part of said consideration has been paid, and the defendant with knowledge of those facts, and of the equity of said Phifer and his lien on said land, on the first day of March in the year 1845, obtained a deed for said land from said Creighfield, who has departed this life, leaving neither property nor heir responsible in the premises. The Plaintiffs say that said Thompson holds said lands as trustee for said Phifer and heirs, who were living at the time of his death, and further that they the Plaintiffs are entitled to one fifth part of said estate of said Phifer in the right of said Sarah, but said Thompson hath refused to pay any part of said money, and so has forfeited his right to hold said land, but should restore the same with the issues and profits, at two hundred dollars for each and every year the same has been withheld. The Plaintiffs ask a judgment for one fifth part of the rents and profits, and judgment for the undivided fifth part of said land, to be conveyed to them as their right, or if said land cannot be conveyed, then, and in that event, that the amount be paid to them, charged and charged in said land, not conveyed to innocent purchaser: grant such other judgment as justice may demand

S. Buck & Coats and
Porter Attys for Pltff.

Civil/Domestic Case File

Case No. 1855-CV-0083

No. 55-cv-83

Union Common Pleas Court.

Lucas Lowe
Plaintiff,

AGAINST

Moses P Rice
Defendant.

APR TERM. 1856

Settled

Journal 6 Page 16

Record No. No Record. Page

Ex. Doc. B Page 226

Law 64,

Lucas Low
vs
Moses P. Rice

1860

D. B. 226

Dismissed

Lucas Law

v

Moses P Rice

Petition

Filed Nov. 2nd 1855

Saba Randall Clerk

Lucas Lord
plantiff
against
Moses P Rice
defendant

Court of Common Pleas
Union County Ohio
petition

The plantiff, Lucas Lord says that in the months of March & April 1854 & 1855 and on divers days in said months and other times between that period and the commencement of this suit, the defendant Moses P Rice did unlawfully enter upon the plantiffs farm upon which he now resides in Paris Township in Union County Ohio, and did dig a ditch upon the plantiffs said farm and dug a ditch through the defendants land adjoining the said farm of the plantiff so as to drain or draw a large quantity of water off, from the defendants land, and caused it to flow upon the said farm of the plaintiff, and overflooded about 12 acres of the plantiffs said farm during the spring and summer of 1855 so that it was entirely useless and damaged the plantiff by his said overflowing plantiffs said farm with water unlawfull, drained upon plantiffs said farm by the destruction of plantiffs corn crop to the amount of fifty dollars, and the plantiff therefore asks judgement against the defendant for said sum of fifty dollars with interest from the commencement of this suit

Robinson & Lincoln
Pltffs Attys

The State of Ohio Union County ss
I, Lucas Lord being duly sworn do say that I believe the statement of the foregoing petition are true

Sworn to and subscribed before me this day of
A D 1855

The Defendant therefore says that there was no Damages accrued to plaintiff by reason of the opening of Ditch and asks to be dismissed and that he may recover his costs in this case

J. R. Dugan Atty
for Defendant

Moses P. Rice Defendant being sworn says that he believes the statements of the foregoing Answer to be true

Sworn to by Moses P. Rice before me and subscribed by him in my presence this day of Oct 1856

Lucius Lane
Justice
Moses P. Rice
vs
Dunn

Filed Oct 20th 1856
Salem Ranolace Clk

J. R. Dugan Atty
for Defendant

Lucius Low Plaintiff } In the
against } Common
Chas P. Rice Defdt } Pleas

Answer

The Defendant Chas P. Rice now Comes and defends and says that by Virtue of the Opening up of the Ditch mentioned in Plaintiffs Petition that no Damages did accrue to plaintiffs farm or lands.

Defendant Further says that said Ditch mentioned in plaintiffs Petition was used as a ditch for the purpose of conveying off the waters from Defendants lands and plaintiffs, for a long period of time, by the consent of the adjoining owners of said lands.

Defendant Further answers and says that the said ditch was used as a natural water course, to convey the waters from Defendants farm and also Plaintiffs for more than twenty years last past and that the Plaintiff did acquiesce in the ~~the~~ to being used for that purpose.

Defendant Further says that the opening of said ditch was to the advantage as much of Plaintiff as much as ~~[illegible]~~ Defendant

Lucius Low
vs
Moses P. Rice

Transcript

Filed July 17th 1855
Saber Randall Clerk

page 79 / Suit No 58 Damage

Lucas Low
vs
Moses P. Rice
damages claimed
$ 99.00

Justice fees Plaintiff
filing bill 00.05
Summons 00 15
Subpoena 2 wit 20 45
Swearing witnes 3 15
Swearing plaintiff 15
Judgement 25
$ 1.45

Constable fees Dft
Serving Summons 0 35
Ser subpoenas 0 130
7 witnesses
serving 2 subpoenas 0 15
$ 1.80

Justice fees defendant
Subpoena 2 witnes 20
Swearing 3 witnes 15
Swearing Dft 05
40

Constable fees Dft
Serving 1st
Subpoenas 65
3 witness

June 27th 1855 Suit brought bill particulars filed damage claimed $99.00 bill particulars thought to long to copy Summons issued and delivered to J.G. Robinson Const for the appearance of the defendant July 2. 1855 at 1. o'clock P.M. June 27th 1855 Summons returned personally serve on the 27 July 1855 by leaving a true copy of this writ with the defendants wife at his residence

J.G Robinson Const constable fees service 15 mileage 20

June 27th 1855 issued Subpoenas for Plaintiff witness Wm Triket James Martin John W Robinson Ray G Moses Jacob Brown Jr Moses P. Rice and Joseph Harden and delivered to J.G. Robinson Const same day Plaintiffs subpoena returned personally ~~June~~ serve June 27 1855 by reading to Wm Triket his mileage 3 miles 15 ~~attendance~~ its attendance 50 65 and John W Robinson his fees attendance 50 ; and James Martin his fees 50 by leaving a true copy with Moses P. Rices Wife at his residence also a copy with Ray G Moses Wife at his residence his Mileay 4 miles 20 attendance 50 - 70 - and Jacob Brown Likewise by a true copy left at his residence his fees attendance 50

Constable fees ~~re~~ service 90 mileay 40 $1.30 J.G. Robinson Const

June 27th 1855 issued subpoena for defendants witnesses Crocker Smith Aman Sherk delivered to J.G. Robinson Const. ~~Same day~~ Subpoena for Dfts witness returned serve June 28 1855 ~~June 28 1855~~ by reading to the within name persons Crocker Smith his mileage 15 its attendance 50 - 65 Aman Sherk his mileay 15 attendance 50 65 Constable fees service 30 mileay 35 - 65 J.G. Robinson Const.

July 2 1855 issue subpoena for James Harden plaintiffs witness and delivered same to J.G. Robinson Const commanding his appearance forthwith same day subpoena returned personally serve by reading to the within name person his fees attendance 50 Constable fees service of 15 J.G Robinson Const

July 2 1855 1. o'clock P.M

The parties appeare trial had judgement deferd untill the 4th day inclusive for further consideration untill July 5th 1855

Witnesses sworn examine Plaintiff

James Martin his fees attendance — 50
John Robinson his fees — 50
Wm Priest his fees paid by pltff — 65
Jacob Brown 2d his fees at trial — 50
Joseph Ham his fees — 50
James Harden his fees — 50
Ray. G. Morse his fees — 70
$3.85

Witnesses sworn examine for Defendant

Crockersmith his fees paid by Dft — 65
Wilby Goldsberry his fees — 25
A man Sherk his fees — 6 5
transcript — 6 2½
$2.1 7½

July 5th 1855 It is therefore considered by me that the Plaintiff recover of the defendant the sum of forty dollars damage and his costs herein taxed at eight dollars and fifteen cents and costs that may accrue A. D. Doolittle J. P.

In the action of Lucius Lowe against Moses P. Rice

I. J. C. Robinson do acknowledge myself bail for the appellant in the sum of one hundred and fifty dollars to be levied of my goods and chattles lands and tenements upon the conditions following to wit 1st that the said Moses P. Rice will prosecute his ~~said~~ appeal to effect and without unnecessary delay 2d that if judgement be adjudged against him on this appeal and he shall fail to pay said judgement or condemnation money and costs that have accrue or may accrue in the court of common pleas. J. C. Robinson

Taken signed and acknowledged on this 9th day of July in the year 1855 before me. A. D. Doolittle J. P.

The State of Ohio Union county Darby township ss
I do hereby certify that the above is a full and true copy from my docket of the proceedings had by and before me in the above cause

Aaron D. Doolittle J. P.
of the said township

Low
vs
Rice

Sub. for Plffs wit,,

Filed March 24th 1856
Saber Randall Clerk

Hamilton & Lincoln

Received this writ March 19th AD. 1856
This writ not served by request of Plffs
Attorney
Fees Return .10
William H. Robt - Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Ray G. Mase, James Martin John W. Robinson & Wm. Tribute

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 2d day of next term, at 8 o'clock, A. M.,

to testify and the truth to speak on behalf of Plaintiff

in a certain controversy in said Court depending, wherein

Lucus Low is Plaintiff, and

Moses P. Rice Defendant, and

this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 19th day of March A. D. 1856

Taber Randall Clerk.

Filed March 21st 1856
Faber Randall Clerk

Louis
vs
Rice
et al
Rice
Ord.
Louis

We do agree that Moses P Rice pays to Lucius Low twenty five Dolars by the 10th of may next and each man is to pay his or cost that has been paid in both suits that is in court at this time

March 20. 1856

Mary G Morg

John Simpies

Civil/Domestic Case File

Case No. 1855-CV-0084

No. 55-CV-84

Union Common Pleas Court.

Richard Marquis
Plaintiff,

AGAINST

M Weber et al
Defendant.

OCT TERM. 185

OCT TERM. 1855

JUDGMENT VS DEFENDANT
$110 11

Journal 5 Page 438

Record No. 7 Page 257

Ex. Doc. 63 Page 86

Richard Marquis
vs
M. Weber &
W. H. Frank

"

Cost Bill made
1 per Record

Oct. 16th 1855 D. 5
page 438
D. B. p 86

Recorded in book 7
p 259

Hobb 1,81
Mandale 4,10

Pinchas Marquis
agent
Mr. Webb
W. H. Grant

Filed July 19th 1833
Saber Remsen Clerk

Oct 16th 1833 $110.00

Recorded

J. C. Dougherty
Atty for Plaintiff

Richard Marquis Plaintiff
against
M. Weber and
W. H. Frank Defendants

In Union County Pleas.

Petition

The Plaintiff Richard Marquis says. There is due him from M. Weber and W. H. Frank Defendants on the promissory Note of the said M. Weber and W. H. Frank, the sum of One hundred and seven Dollars for the use, with ten per cent interest from the 26th day of May Eighteen hundred and fifty five, a copy which note is hereto attached, whereupon the Plaintiff therefore asks judgement against the Defendants for the sum of One hundred and seven Dollars and forty three cents, with interest, from the 26th day of May 1855

J. C. Dodge atty for Plaintiff.

State of Ohio
Union County ss. Richard Marquis Plaintiff being sworn says the statements of the above petition are true as he verily believes.

Richard Marquis

Sworn to by Richard Marquis and signed by him in my presence this 17th day of Aug AD 1855

A. D. Doolittle J. P.

Newark May 26th 1835.

On the first of July 1835, for value received, we or either of us, promise to pay Richard Marquis or bearer One hundred and seven Dollars and forty three Cents with 6 per cent interest

M. Weber
Wm H. Frank

Richard Marquis against M. Weber & Wm H. Frank } In the Common pleas.

Serve a summons returnable according to law, endorse suit brought, to recover the sum of $107.43 cent with interest from 26th of May 1835 ~~with costs~~

To John Randall, Clerk of the Common pleas } C Doyle

Rec'd Morgan
Note
$110.45 cts

Judgement for $110-11 cts

To be filed with the papers Oct 16th 1833
Saml Randall Clerk

Union ville May 26th 1855

on the first of July 1855 for value received we either of us premise to pay Richard Marquis or bearer one hundred and seven dollars and forty three cents with ten per cent interest

M. Weber

Wm. H. French

Received this writ October 25th A.D. 1855
Served the same November 8th A.D. 1855
No goods or chattles found whereon to levy

I therefore levied on the following described real estate situate in Darby Township Union County, bounded and described as follows, beginning at the planted corner at the southeast corner of an lot No one in the town of Unionville, thence N. 15 E. 12 poles & 12 feet to a stone thence N. 75 W. 13½ poles to a stone, thence N. 15 E. 12 poles to a stone thence S. 74 E. 13½ poles to a stone, thence S. 15 W. 25 poles & 12 feet to the begining containing one hundred & fifty five rods of land more or less the same being part of Survey No. 5124, I caused the same to be appraised by the oaths of D. D. Doolittle Lithrop Converse & E. C. Smith

A copy of the appraisement is herewith returned

By consent of the attorney for the Plaintiff this writ is returned without further process.

Fees Service	.35
Levy	.35
Calling Inquest	1.00
Appraisors fee	1.50
Mileage	45
Copy of Appraisement	50
Return	20
	$4.55

William H. Robb Sheriff

Received for Record Aug. 26th 1833
John Minnear Clerk

Minnear

Recorded Aug. 26th 1833

Lyman Mc Ker
Clerk

A.D. 82
Lebanon Marquis
vs
M. Wolter & W. H. Franklin

Dr. $110.11
Costs 5.91
Int. 70

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Union COUNTY, GREETING:

Whereas, at the **Court of Common Pleas** *of the county aforesaid, begun and held at the court house in the town of Marysville, on the* 16th *day of* October *A. D.* 1855,

Richard Marquis *recovered against*
M Weber & W. H. Frank

as well as the sum of One hundred & Ten *dollars and* eleven *cents for* his *debt, as the sum of* ..... *dollars and* ..... *cents, for* ..... *damages; as also the sum of* $5,91 *for* his *cost and charges in that behalf expended, as of record is manifest.*

You are therefore commanded, that of the goods and chattels, and for the want thereof, of the lands and tenements of the said Mr Weber & W. H. Frank

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 16th *day of* October *A. D.* 1855 *until paid, also the sum of* $ ..... *the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.*

Hereof fail not at your peril, and have then there this writ.

Witness **TABER RANDALL,** *Clerk of said Court,*

at the Court House aforesaid, this 23d *day of* October *A. D.* 1855.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Received this writ November 26th A.D. 1855

~~Served the same~~

Advertised the within described real estate for sale at least thirty days in the Marysville Tribune a newspaper published and in general circulation in Union County. Afterwards (to wit) on the 25th day of December A.D. 1855 that being the time said property was advertised to be sold I offered the same for sale according to law but it was not sold for want of bidders

Fees Service	55
Advertisement	25
Return	20
Printers fee	3.00
	$4.00

William H. Robb Sheriff

A. B. & C.

McClure Marquis
vs
M. McCleer &
W. H. Searle

Sale $110.11
Costs 5.91
Interest 5.25
Attorney 70

Office Coun. 1st 1856
Sale Minutes Eld.
Receipt
Searle for Plff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to expose to sale those Lands and Tenements of M. Weber & W.H. Frank bounded & described as follows beginning at the planted corner of the southeast corner of Inlot No One in the Town of Unionville thence N 15 E 12 poles & 12 feet to a stone thence N 75 W 13½ poles to a stone thence N 15 E 12 poles to a stone thence S 74 E 13½ poles to a stone thence S 15 W 23 poles & 12 feet to the beginning containing one hundred & fifty five rods of land land mor a less the same being part of Survey No. 5124

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy Richard Marquis

the sum of One hundred & ten dollars, and eleven cents for his debt ~~for damages~~, together with Five dollars for ~~money~~ costs, with interest thereon from the 16th day of October A. D. 1855 until paid, which late in our said Court the said Richard Marquis recovered against the said M. Weber & W.H. Frank

as of record is manifest. Also, $ 5,25 increase of costs, and accruing costs.— ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you make due return of this writ in sixty days. Hereof fail not at your peril, and have then there this writ.

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 26th day of November A. D. 1855.

Taber Randall Clerk.

COMMON PLEAS OF THE COUNTY OF UNION

Leonard Marquis
vs
M. Weber &
W. H. Steen

Amount claimed
$10 43/100 with
interest from
the 26th May 1855

Received

J. C. Dougherty
Atty for Plff

Received this writ July 20th AD 1855 and served it same day by leaving a certified copy of this writ at the residence of the within named defendants

Fees service	.55
Mileage	.50
Copies	.50
Return	.10
	$1.65
	16
	1.81

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify M. Weber & W. H. Frank that they have been sued by Richard Marquis in the Court of Common Pleas of Union County, and that unless they answer by the 18th day of August A. D. 1855, the petition of the said Richard Marquis against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 30th day of ~~Augu~~ July A. D. 1855.

Witness my hand, and the seal of said court this 19th day of July A. D. 1855.

Jabez Randall

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0085

No. SS-CV-85

Union Common Pleas Court

Hiram Benton
Plaintiff,

against

Bellefontaine & Delaware R.R. Co
Defendant.

APR TERM. 1858

Dismissed at Plfs Cost

Journal 6 Page 302

Record No. Page

Ex. Doc. 6 Page 220

No Record.

Law 17

Hiram Benton

vs

Bellefontaine & Delaware

R. R. Co.

1 6, p 302

Judgt vs Plff

for costs

D. C. 220

Thomas Bonta
against
The Belefonte and
Delaware Railroad
Company

Filed july 23rd 1833
Saber Randall Clerk

(Copied & copy to Def. Atty)

J. C. Dougherty
Atty for plaintiffs

Hiram Benton Plaintiff
against
The Bellfontaine & Delaware Railroad Company, incorporated under the Title of the Bellfontaine & Delaware Railroad Company

In the Common Pleas

Petition

The Plaintiff Hiram Benton says there is due to him from the Bellfontaine and Delaware Railroad Company the sum of ~~Four~~ Eight hundred Dollars, for this to wit, The said Bellfontaine and Delaware Railroad Company did unlawfully and without the consent of said Plaintiff enter upon the farm of the said Plaintiff, on the on or about, days of October, and November 1857, And on divers other days up to the commencement of this suit, and did then and there, unlawfully throw up an a Railroad embankment, diagonally through the said Plaintiffs farm and cut ditches, and destroy a large amount of timber, on said farm, to his Damage the plaintiff in the sum of Eight Dollars, without appropriating said lands and tenements according to law, said farm lying and being in the Township of Liberty, County of Union and State of Ohio, described, as follows, being in the Virginia Military ~~district~~, Survey, No 1412. Beginning at a Maple, Corner to Wheeler Lot, in the line of Wilsons. Thence with his line S 7 W. 65¼ poles to a stone, and, Beech Corner to Perry's Lot No Thence S 83 E. 117 poles to a stone & 2 Beeches. Thence N 7 E 65¼ poles, to a stone corner to Wheeler Lot Thence with his line N 83 W. 117 poles

to the beginning containing forty seven acres
and the other ~~thirty~~ fifteen acres lying on the east
side of said described lot, containing
about fifty acres, which said lands
constitute the farm of the said
Plaintiff upon which the said Damages are agreed to compensate
The Plaintiff asks
Judgement against the Defendants
for the sum of six hundred Dollars
~~the~~ Damages ~~&c~~ &c upon his farm
for which said Damages the said
company has refused to pay the said
Plaintiff

J. A. Dougherty
Atty for Plaintiff

State of Ohio
Union Co ss. Hiram Benton
Plaintiff being sworn
says he believes the statements of
the foregoing petition to be true

Hiram Benton

Sworn to by Hiram Benton, before me
and signed by him in my presence
this 21 day of July 1855,

John Barbour J.P.

Hiram Benton Plaintiff
against
The Bellfontaine and
Delaware Railroad company
Incorporated, under the
Title of Bellfontaine and
Delaware Railroad company

In Common
Pleas

Issue a summons
Returnable according to
law Amount claimed
Two Dollars.
J. C. Dayton atty for
Plaintiff

To John Randal clerk of
Com Common pleas
Aug 22. 1853.

may be compelled to execute to defendant a release of the right of way across his premises, & for other proper relief.

By Stanton & Allison
Attys for defendant.

The State of Ohio, Union County
Wm M Robinson being duly sworn says he is one of the officers of the Bellefontaine & Delaware Rail Road Company and that he believes the statements of the foregoing answer to be true.

Wm M Robinson

Sworn to & subscribed by Wm M Robinson before me and in my presence this 16th day of October 1855.

John Randall Clerk

Union Com Pleas

Hiram Benton
vs
The Bellefontaine & Delaware Rail Road Company

Answer

Filed Oct. 16th 1855
John Randall Clerk

Stanton & Allison

Hiram Benton, plaintiff
against
The Bellefontaine & Delaware
Rail Road Company, defendants

In Union County
Common Pleas.

Answer.

The Bellefontaine & Delaware Rail Road Company defendant for answer says

1st It denies that at any time in the months of October, or November, 1854 or any time between those months and the commencement of this suit, that it unlawfully or otherwise, "threw up a Rail Road embankment diagonally through plaintiffs farm, and cut ditches, and destroy a large amount of timber on said farm, & damaged the plaintiff, as charged in said Petition.

2nd The defendant further says that any excavation, embankments, ditches, ~~or~~ cutting of timber or other work done by defendant at any time upon the lands of the plaintiff, was done lawfully, with the consent of the plaintiff, and under a contract with the plaintiff, whereby it was agreed that defendant was to have the right of way across the lands of defendant, for the sum of two hundred dollars in the stock of defendant, to be issued to plaintiff upon the receipt of the plaintiffs deed, conveying the right of way across said premises. That under said contract the defendant took possession of ~~said~~ the part of the premises contracted for, being that part of the premises in the petition described upon which the road of defendant is located. That defendant has demanded of the plaintiff his deed, and has expressed its readiness and willingness to issue said stock, and now is ready and willing to do so, upon the receipt of the proper deed. The defendant prays that the plaintiff

Simon Benton
vs
Delaware & Delaware
Rail Road Co,

Sci. fa. for Appeal writ,

Filed Oct, 15th 1855
Salem Randall Clerk

J. C. Doughty Atty
for Deft

Received this writ October 8th A.D. 1855 and served the same Oct. 13th A.D. 1855 by leaving certified copies of this writ at the residences of Levin Griffin Lach Dean & Moses Dean, and by reading in the presence of Robert Raymond who demanded his fees which were not paid

Fees service	50
Copies	60
Mileage	60
Return	10
	$1.80

William H. Robb Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Levin Griffin Robert Raymond Moses Dean & Jacob Dean

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 3d day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of Plaintiff

in a certain controversy in said Court depending, wherein

Hiram Benton is Plaintiff, and

Bellefontaine & Delaware Rail Road Co Defendant, and

this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 8th day of October A. D. 1855.

Taber Randall Clerk.

COURT OF COMMON PLEAS OF THE COUNTY OF UNION

Served this writ August 3rd 1853
on the president and Secretary, personally
by copy; and also a copy left at the
office of said Rail Road company.

fees Copys	85	Robert Crockett
Service	85	Sheriff of Logan County
Mil & 10 prox.	30	Ohio
	$2.00	

Filed Aug. 14th 1853
Valer Ransdale Clerk

N. G. Dougherty
Atty for Plff.

Huron County
vs
Bellefontaine and
Delaware Rail
Road Company
Amount Claimed
$600.00

The State of Ohio, Union County, ss:

TO THE SHERIFF OF ~~UNION~~ Logan COUNTY, GREETING:

You are commanded to notify the Bellfontaine & Delaware Rail Road Co. that they have been sued by Hiram Benton in the Court of Common Pleas of Union County, and that unless he answer by the 15th day of September A. D. 1855. the petition of the said Hiram Benton against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 27th day of August A. D. 1855.

Witness my hand, and the seal of said court this 30th day of July A. D. 1855.

Saber Randall

Clerk of the Court of Common Pleas of Union County.

Rec'd this writ April 26th AD 1859 No goods or chattles found and for want thereof I did on the 14th day of May 1859 Levy on the following real Estate Situated in Logan county ohio to wit Beginning at a Stone in the East Patent line Sixty one Poles from the North East corner of the Survey and corner to lot No Six Sold to walter Painter thence with the Patent line South thirty Eight degees East one hundred and thirty Six Poles to a Stone in the center of Road and corner to Lot No (11) Eleven Sold to Peter Mattox thence with Said Road and the line of Lot No (11) Eleven South twenty Six degrees west ~~thirty~~ three Poles to a Stone corner to Lot No Eight Sold to wormly thence with a line of Lot No Eight North thirty Eight degrees west one hundred and forty nine and 4 Poles to a Stone in the line of Said Lot No Six thence with Said last mentioned line North fifty two and one half degrees East thirty one Poles to the Beginning containing twenty Seven and Sixty four hundredths of acres more or less the same being Lot No Seven in the Sub Division of the North Part of above Survey wich was entered in the name of Richard Caul taken as the property of Hiram Benton

M. Clostle Acting Sheff
L.C.O

C. 220

UNION COMMON PLEAS.

Hiram Benton
vs.
The Bellefontaine & Delaware R.R. Co

Fi. Fa. Lev. Fa. for costs.

Plaintiff's Cost, $ 14,29
Defendant's Cost, $
This Writ 70
14,99

Received
To May 27th A.D. 1859
Taken Thereon
Atty.
Returned and Filed May 28
1859 Taken Kendall Clerk.

The within Claim made in full
May 30th 1859

Fees Mile	1.00
Summons	1.00
Levy	35
Summons	35
Office fee	1.50
	4.90
Abs	1.00
	4.90

Mr. Schele Sheff L.C.O

Paid the Costs in full of any Goods in the within case
May 30th 1859 Robert Goodloth
by Mr Estate Sheff L.C.O

The State of Ohio, Union County, ss.

TO THE SHERIFF OF ~~SAID~~ Logan COUNTY, GREETING:

WHEREAS, in a certain action of Damage lately prosecuted in our Court of Common Pleas within and for the said County of Union, wherein Hiram Benton was

plaintiff, and The Bellefontaine & Delaware Rail Road Company

defendant, the costs of said Plaintiff were taxed at Fourteen dollars, and twenty nine cents.

YOU ARE THEREFORE COMMANDED, that of the goods and chattels, or for want of goods and chattels; of the lands and tenements of the said Hiram Benton

in your county, you cause to be made the cost aforesaid, and costs that may accrue. And of this writ make due return in sixty days; hereof fail not at your peril, and have you then there this writ.

Witness my hand and Seal of the said Court, at Marysville this 22d day of April A.D. 1859

Taber Randall Clerk,

of the Court of Common Pleas, Union County.

Bellefontaine May 24th /59

Mr Randall Clerk

Sir I could not get to see Robert Crockett to have him Recipt on the Execution for his cost so I Kept out two Dollars I will hand him when I see him and sign his name and my own

Mc Ackels Sheriff L.C.

Civil/Domestic Case File

Case No. 1855-CV-0086

No. 55-cv-86

Union Common Pleas Court.

Daniel Duvall
Plaintiff,

AGAINST

Peter Wynegar
Defendant.

OCT TERM. 1855

October 1855

Settled

Journal 5 Page 443

Record No. ~~No Record.~~ Page

Ex. Doc. B Page 154

Case 61

Daniel Duval

vs

Peter Ogregan

Settled as per
agreement
Oct 16 1833

p 443

D. B. 154

Daniel Grall
vs
Peter Wynegar } issue a summons returnable according to law.

Amount claimed Twenty nine 95/100 dollars and interest from June 14th 1850

July 23, 1853

P B Clerke Atty
P O ff

Union Twp, Ind

Domestic Grall
vs Petition
Peter Wynegar

Filed July 23 1853
John Randolph Clerk

Pay P B Clerke

Daniel Duvall Pltff,
against
Peter Wynegar Deft,

Common Plea
Lemon County

Petition

Daniel Duvall plaintiff says that there is due to him from Peter Wynegar defendant on the promissory note of the said Peter Wynegar a copy of which is here to attached the sum of seventy nine dollars ninety cents with interest from the 16th of June 1850.

Whereupon the plaintiff asks judgment against the defendant for seventy nine ~~90/100~~ ~~thousand~~ dollars, with interest from June 16th 1850

C. B. Cook Atty.
for Pltff.

Lemon Cnty
State of Ohio } ss

Daniel Duvall being duly sworn says that he believes the statements of the foregoing petition to be true

Daniel Duvall

Sworn to & subscribed
adinitum presence
before me July 23. 1853 — Lester Randall Clerk

Copy of Note

June the 13. 1850 one day after date I promise to pay D. Duvall or bearer seventy nine dollars & ninety cents for value received (Signed) P. Wynegar

Daniel Donnell
vs
Peter Winegar

Amount demanded
$179,90 with
interest from the
14th day June 1853

Received this writ July 25th AD. 1853 and served the same July 30th 1853 by leaving a certified copy of this writ at the residence of the within named Peter Winegar

Fees Service	35	
Mileage	55	
Copy	25	
Return	05	
	$1.20	William H. Robb Sheriff

P3 Hale Atty
for Pltff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Peter Wynegar that he has been sued by Daniel Duvall in the Court of Common Pleas of Union County, and that unless he answer by the 25th day of August A. D. 1855 the petition of the said Daniel Duvall against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 6th day of August A. D. 1855.

Witness my hand, and the seal of said court this 23d day of July A. D. 1855.

Jabez Randall

Clerk of the Court of Common Pleas of Union County.

D. B. 154

UNION COMMON PLEAS.

Daniel Duvall

vs.

Peter Wynegar

Fi. Fa. Lev. Fa. for costs.

Plaintiff's Cost, $

Defendant's Cost, $ 1,36

This Writ 70

Recorded

To _____ A. D. 18

_____ Att'y.

Returned and Filed Feb. 20th A. D. 1860

Tabr Randall Clerk.

Rec'd. this writ on the 29th day of November 1859 and on the 20th day of January 1860 made the money in full on the writ

Fee docket 35

mileage 55

Return 10

$1,00

Abraham Kelly, Sheriff

By Reuben [illegible]

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, in a certain action of Damage lately prosecuted in our Court of Common Pleas within and for the said County of Union, wherein Daniel Duvall was

plaintiff, and Peter Wynegar

defendant, the costs of said Peter Wynegar Defendant were taxed at One dollars, and thirty six cents.

YOU ARE THEREFORE COMMANDED, that of the goods and chattels, or for want of goods and chattels; of the lands and tenements of the said Peter Wynegar

in your county, you cause to be made the cost aforesaid, and costs that may accrue. And of this writ make due return in sixty days; hereof fail not at your peril, and have you then there this writ.

Witness my hand and Seal of the said Court, at Marysville this 29 day of November A. D. 1859

Taber Randall Clerk,

of the Court of Common Pleas, Union County.

Civil/Domestic Case File

Case No. 1855-CV-0087

No. SS-CU-87

Union Common Pleas Court.

Guram Morrison et al
Plaintiff,

AGAINST

Hiram Brickley et al
Defendant.

APR TERM. 1853

DECREE FOR PLAINTF

Journal 6 Page 32

Record No. 7 Page 282

Ex. Doc. B Page 148

Susan Morrison Trustee
vs
Hiram Beckley et als

Writ of Partition
issued Dec. 20th 1855

Order of Partition

p 457 Oct. 18th
Partition ordered

Par. confirmed
April 2d 1856
D B
D 83 148
Recorded in B. 7 p 282

James Harper
William Harper
John Hutchinson

Randall 710

In Union Co Pleas

Lucien Morrison & Wife
vs
Hiram Beckly.
& others —

Petition for Partition &c

Filed July 27th 1855
Gaber Randall Clerk

Recorded

Copied

A P Reid
Atty for Plff

Court of Common Pleas
Union County Ohio

Guian Morrison &
Margaret Morrison his wife Plaintiffs
Against
Hiram Beckley,
Polly Spong & her husband,
Absolum Spong —
Eliza Hulse, & John Hulse, Defendants

Petition

To the Honorable Judge of the Court of Common Pleas of Union County in the State of Ohio

The Plaintiffs Guian Morrison and Margaret Morrison wife of said Guian respectfully represent & say that they have a legal right and are seized in fee simple of the undivided Ninety ~~Nine~~ one hundred & forty four — parts (91/144 parts) of a certain tract or parcel of Land with the appurtenances lying & being in the said County of Union and described as follows "The Old Beckly farm in Mill Creek Township Union County in the State of Ohio being Sec of Entry 2989 Original Quantity 1070 acres on the waters of Mill Creek, John Philips Original proprietor being Virginia Military Lands. & the same premises now occupied by said Plaintiffs the whole being 144 acres —

Your Plaintiffs further represent that Hiram Beckly Polly Spong & her husband Absolum Spong and Eliza Hulse of Delaware County Ohio and John Hulse of Pike ~~Ohio~~ County Ohio claim to own the balance of the said premises not claimed by Your Plaintiffs — each of them claim to be either ~~joint~~ tenants in common or coparceners, with Plaintiffs

Your Plaintiffs therefore desiring to hold their said interest in severalty pray that partition of said Lands & tenements may be made and the Plaintiffs interest in said Lands may be set off to them in severalty or if it appear that Partition of said Lands and tenements cannot without manifest injury be made; then ~~the~~ the same may be sold or other proper order taken in that behalf pursuant to the Statute in such case made & provided, & that the interests of the Several Defendants may be ~~settled~~ by this Court.

By
W. F. Reid
Atty for Plaintiffs

The State of Ohio Delaware County ss
Guian Morrison being sworn says that he is one of the above Plaintiffs & that he believes the statements in the foregoing Petition are true

Guian Morrison

Sworn to by Guian Morrison before me and subscribed by him in my presence this 24th day of July AD 1833.

Henry J. Eaton.
Notary Public

Notary's fee $.25 paid by Partition.

Lucia Morrison & Wife Plffs
against
Hiram Beckly & others
Defendants

Precipe

In this case the Clerk will issue a writ to the Sheriff of Delaware County returnable according to law for Hiram Beckly Polly Spong, Absolum Spong & Elijah Hulse & to the Sheriff of Pike County for John Hulse.

July 24 1835

W. P. Reid
Attorney for Plffs

Wm P. Reid

William P. Reid

Delaware Aug 6/55

J. Randall Esq

Please file the
enclosed answer in the case of
Morrison Wife vs Berkley Ets

If Hiram Berkley
files an answer please
forward me a copy immediately
therefor

W. P. Reid

Served by leaving copies of this writ with each of the within named defendants August 24 1855

Service	95
Copies	1.00
Mileage	.75
Fee	$2.70

A L Smith Sheriff
Del. Co.

Susan Morrison & wife vs. Sherman Beckley and others

Filed August 6th 1855
Geo. Bonneau Clerk

Recorded

W. P. Reel
Atty for Plffs

The State of Ohio, Union County, ss:

TO THE SHERIFF OF ~~UNION~~ Delaware COUNTY, GREETING:

You are commanded to notify Hiram Beckley Polly Spong Absalum Spong & Eliza Hulse that they have been sued by Guian Morrison & wife in the Court of Common Pleas of Union County, and that unless the answer by the 25th day of August A. D. 1855 the petition of the said Guian Morrison and wife against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 6th day of August A. D. 1855.

Witness my hand, and the seal of said court this 27th day of July A. D. 1855.

Saber Randall

Clerk of the Court of Common Pleas of Union County.

D. B. 148

Guiana Merrison
& wife
vs
Hiram Beckley et al
Writ of Partition

Filed March 26th 1836
Zaber Randall Clerk

Recorded

Rec'd for
Pltff

I have executed the within writ by the oaths of the commissioners named in the within order whose report is herewith returned

	Fees service	$1.00
	Mileage	1.00
Commissioners	John Hutchinson	1.00
	James Thompson	1.00
	William Hays	1.00
Surveyor	James Thompson	2.00
	Return	.10
		$7.10

William H. Robb Sheriff

The State of Ohio Union County ss

To the Sheriff of Union County Greeting

We command you that without delay by the oaths of John Hutchinson James Thompson & William Hays You cause Partition to be made of the following real estate situate in Union County" and described as follows The old Beckley farm in Millcreek Township Union County in the State of Ohio being No. of Entry 2989, Original quantity 1070 acres on the waters of Millcreek, John Philips original proprietor being Virginia Military lands & the same premises now occupied by said Plaintiffs the whole being 144 acres among the following persons and in the following proportions to wit, To Quiann Morison & Margaret Morison his wife Plaintiffs in this suit one equal ninety three, one hundred and forty fourth parts ($\frac{93}{144}$) and to said Hiram Beckley fifty one, one hundred and forty fourth parts ($\frac{51}{144}$) in pursuance of an order lately made in our said Court of Common Pleas, within and for said County of Union in a certain petition for Partition wherein Quiann Morison & Margarett Morison are Petitioners and Hiram Beckley et als are defendants; and that your proceedings in the premises you, distinctly certify under your hand to our Court of Common Pleas within & for the said County of Union together with this writ

Witness Taber Randall Clerk of our said Court of Common Pleas this 20th day of December A.D. 1855

Taber Randall Clerk

We the commissioners named in the within order of partition having been duly sworn, upon actual view of the estates to be divided as commanded by the within writ, do assign to Guianna Morrison & Wife as their share of said estates, so much of said lands as is contained within the following metes and bounds Commencing at an ash in the Pike Road it Being South West corner to Jacob Kershaw Thence with the South line of said Original Survey South (81) Eighty one West (156) one hundred and fifty six poles to a Stake in the Road in the line of the origin al Survey Thence N 10 W (97½) Ninty seven and a half poles to a Stake and ash Thence N 81 E (156) One hundred and fifty six poles to a Stake in the line of Giles Freshwater Thence S. 10. E (97½) Ninty seven and a half poles to the Beginning Containing Ninty four acres and 10 poles it Being part of Survey No 2989 Given under our hands and seals This 22d day of March A. D 1851. also on same Day Assign to Hiram Beckly in compliance the foregoing writ Commencing N E corner of said lot at 2 White oaks Thence S 81 W 156 poles to a White oak Thence S 10 E 56 poles to a Stake and ash Thence N 81 E 156 poles to a Stake in east line of said lot Thence N 10 West — 56 poles to the Beginning Containing 54 96/160 acres Being part of Survey No 2989

John Hutchinson
James Thompson
William Hays

State of Ohio Union county ss

I do hereby certify that John Hutchinson James Thompson and William Hays the within named commissioners were duly sworn to make partition of the lands within named this 22d day of March A.D. 1856

William H. Robb Sheriff of Union county

Stake
S 81 W 136 poles
ash
Begining corner
Quinn Morrison & wife
95 10/160
N 81 E 136 poles
H. Beckly
54 26/160
N 81 E 136 poles
oak

Quian Morrison & wife
vs
Hiram Beckley & others

August 3rd 1855
Made service of this writ by reading & leaving copy with the within named defendant
Shff's P C Fees
Service 35
copy 25
Mil 40
1,00
fees paid by Pltff
Jacob Taylor Shff
Pike county
W. P. Reed
Atty for Pltffs

Filed August 6th 1855
Zaten Rondall
Clerk

Record.

The State of Ohio, Union County, ss:

TO THE SHERIFF OF ~~UNION~~ Pike COUNTY, GREETING:

You are commanded to notify John Kulse that he has been sued by Guian Morrison and wife in the Court of Common Pleas of Union County, and that unless he answer by the 25th day of August A. D. 1855 the petition of the said Guian Morrison and wife against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 6th day of August A. D. 1855.

Witness my hand, and the seal of said court this 27th day of July A. D. 1855.

Faber Randall

Clerk of the Court of Common Pleas of Union County.

be partitioned as prayed for by Plaintiffs in their Petition that the balance of said premises not owned by the Plaintiffs may be partitioned and set off in severalty to the Defendants Eliza Hults & Polly Spong, and that the Defendant Hiram Berkly be compelled to convey & release his title therein to these Defendants aforesaid and that their right & title may be fully quieted in said premises & for such other & further relief as may be proper & right.

H. J. Eaton Atty. for
Eliza Hults - Polly Spong
& Absolom Spong

The above named Eliza Hults & Absolom Spong being sworn say that they believe the statements in the foregoing answer to be true. Eliza Hults
Absolam Spong

Sworn to & subscribed in my presence this 6th August A.D. 1855
S. Rowley Pro. Clerk

Fees 25 cts Pd. by Mr. Spong

Union County Pleas
Eliza Hults & wife
against
Hiram Berkly

Answer

Filed August 7th 1855
Polly Spong
& Spong
Robt Renwick Clerk

Recorded

H. J. Eaton
Atty

Court of Common Pleas
Union County Ohio

Lucian Morrison & Wife Plaintiffs
against
Eliza Hults
Polly Spong
Absolom Spong
Hiram Berkly
John Hults Defendants

Answer —

The Defendants Eliza Hults, Polly Spong sometimes called Mary Spong and her husband Absolom Spong. now come and say that admit the Plaintiffs in the above case are entitled to partition of the premises in said petition described and as therein stated and that the Plaintiffs have legal title & possession of the premises as claimed in their petition.

But Defendants say that the balance of the land in said petition described not owned by the Plaintiffs in equity and good conscience belongs to the Defendants Eliza Hults & Polly Spong and that the Defendant Hiram Berkly holds the legal title ~~in trust~~ of said premises ~~for~~ in Trust for said Defendants. but that he has refused and still refuses to deed the same to these Defendants although he has no interest whatever in the land. the same being the property of the said Defendants Eliza Hults & Polly Spong — each one being entitled to an equal half of the same not owned & claimed by the Plaintiffs —

Wherefore the Defendants Eliza Hults Polly Spong & her husband Absolom Spong ask judgment of this Court that said premises in the Petition described may

The State of Ohio
Edmund County ss

I Hiram Beckley being duly sworn on his oath do state that the annexed instrument is a true copy of the original Certificate of the proceedings and action taken by the Trustees and Citizens of the Township of Sheffield in the County of Lorain and State of Ohio, and that the same is duly signed by the Trustees and Clerk of said Township and that the said instrument was signed and executed by them on the 28th day of August 1855.

Hiram Beckley

Sworn to before me this 28th day of August 1855

J. Mooney J.P.

Union Cemetery Plan

Lorain County Ohio

Hiram Beckley
Trustee.

Filed August 21st 1855
Asher Randall Clerk

Recorded

No. Sheffield.

Eugene Morrison & Margaret Morrison, his wife Plaintiffs.

against.

Hiram Beckley, Polly Spring & Her Husband Abraham Spring, Eliza Bates & John Bates Defendants.

Illinois Circuit Court.

Plea.

Hiram Beckley one of the Defendants named in the Petition, now comes and for answer to the Pltffs. Petition says, that he admits that the Pltffs. were entitled to the Twenty ~~93~~ 44 - Twenty three acres out of 144, acres, as described in the Petition by virtue of an Act of Congress in Pursuance of the Act of Congress passed at the ordinary Session 1855 which Defendant has ascertained upon proof, that he was guardian, and acting by such Defendant they were entitled to the property claimed, Defendant has never been requested to make an amicable Partition, which he would have done cheerfully had, having no desire to litigate with a Partner in Law, who has shown himself unworthy of his confidence.

Defendant further says, that as to the rights of the other Defendants in the remainder of the 144 acres after deducting 93 acres, he denies that the said Defendants have any equitable or legal right, nor has the said Defendants any to be entitled to participate with the Pltffs in the 93 acres, mentioned in Complainant Defendant Carson's defense, inasmuch as he is not acquainted with the arrangement between said Partners, which produced such inequitable results.

By Charles Emerton
Atty for Deft.

Civil/Domestic Case File
Case No. 1855-CV-0088

Civil/Domestic Case File

Case No. 1855-CV-0089

No. 55-CU-89

Union Common Pleas Court.

Jacob Hawk
Plaintiff,

AGAINST

Walter G. Clark et al
Defendant.

JUN TERM, 1855

DECREE FOR PLAINTF

Journal 6 Page 107

Record No. 7 Page 388

Ex. Doc. B Page 338

Law #45

Jacob Hawk
vs
Walter Clark
S. G. Strong Adm. thus
et als

June 14th 1836
Judg for Deft for costs
& Decree per Decd.
Journal C p 107

D B 338
for record
Recorded in
Book 7 fo 388

State of Ohio
Fulton County, ss

P. B. Cole Atty. for ~~Jacob Hauck~~ Plaintiff being duly sworn says that he believes the statements in the foregoing petition to be true. The reason why plaintiff did not himself make this affidavit is because he is not a resident of the State of Ohio, but of the State of Iowa.

P. B. Cole Atty. for

Sworn to by Jacob Hauck
before me and subscribed in my presence this 30th day of July 1833

P. B. Cole

Saber Ransom Clerk

Jacob Hauck Pltff
vs
Henry V. Abner Powers Administrators of Silas G. Strong the intestate Heirs of Silas Strong John L. Seylor Walter S. Clark Francis Clark Charles Clark

Issue a summons returnable according to law. To Prop Co. for John L. Seylor

P. B. Cole Atty.

Jacob Hauck
vs
Petition
Walter S. Clark
Silas G. Strong's
Administrators & Heirs
&c. &c. &c.

Filed July 30th 1833
Saber Ransom Clerk

Recorded

Cole for Pltff

Jacob Hawk. Plff
against
~~John L Taylor~~
M. S. Cary
Abner Powers
Administrators of
Silas G Strong Dec.
The Unknown heirs
~~John L Taylor~~ of said Strong.
Walter G Clark
Junius Clark
Chaslin Clark. Defendants

Court of Comon Pleas
Union County
State of Ohio

Petition

Jacob Hawk. Plaintiff says that on or about the first day of March. A.D. 1837. He entered into an agreement with one Silas G. Strong, the original of which is herewith filed, for the purchase of the tract of land hereinafter described,

Plaintiff says that said Strong then represented that He and one John L Taylor were the owners of said land, and then made and executed a penal bond to the plaintiff. signed. "John L Taylor, by Silas G. Strong" and Silas G Strong, conditioned for the conveyance of said land to plaintiff by general warranty deed, upon the plaintiff paying the purchase money in full. The land by estimation at that time was two hundred acres and is described in said bond, "but which by actual measurement contained two Hundred and four acres, and is described as follows: by actual survey Court; Part of Survey No. 5477 in the County of Union, and State of Ohio,

Beginning at a stone set for the N.E. corner of the lot, from which a Buckeye bears S.S.E. 23 links, another bears S.E. 10 links, another bears west 20 links.

Thence on an old line S 7½. E 280 poles to a stone, the S.E. corner, from which a white ash bears N. 65. W 38 links, a large white oak bears S. 50. W 8 links, thence on an old line S 80. W 122 poles to a stone, S.W. corner, at an elm marked for an old corner tree, Thence N 7½. W on an old line 255 poles, to the centre of Blues Creek. Thence down the Creek with the meanders thereof. S 54. E 12 poles. N. 80 East 12 poles. S 46. E 8 poles, N 82. E 8 poles — N 35. E 4 poles. N 4. W 16 poles, N 60. West 9 poles 4 poles,. N 38. E. 6. poles, S 78. E 8 poles. N 64. E 6 poles. S 85. E 7 poles. N 42. E 8 poles, N 15. E 8 poles. N 71 16 poles. S 7. E 10 poles. S 84. E 7 poles N 41. E 6 poles. S 53. E 6 poles. N 44. E 4 poles. N 9. W 8 poles, N 28. E 4 poles. S 54. E 6 poles. to the beginning.

The plaintiff says that by the terms of said bond he was to pay for said land the sum of Seven Hundred Dollars, one Hundred and Fifty Dollars was to be paid at the time of the sale, which was so paid, and plaintiff gave his note for Two Hundred and Fifty Dollars, payable on the first day of January 1838. And a note for the balance of the sum, being for Three Hundred — Dollars, payable January first 1839. both with interest from date. The plaintiff says that he has paid in addition to the said first — payment about Dollars.

Plaintiff further represents, that he took possession of said Land immediately upon the purchase thereof, has ever since paid the Tax, and made extensive and valuable improvements thereon, and that shortly after he bought said land a claim was set up, for said land by the Heirs of one William Price, who brought an

action of Ejectment in the Circuit Court of the United States and obtained a Judgement for said land. Afterwards a bill in chancery was prefered against said Heirs of Price in the County of Franklin, State of Ohio, and a decree was entered in the Supreme Court in that County, allowing the Plaintiffs in that suit one fifth part of the lands claimed by said Prices, heirs, which said decree gave to the plaintiff in this case, or those under whom he claims, one fifth part of the land hereinbefore described, and the other four fifths thereof it gave to the heirs of said Price, and the plaintiff was compelled to compromise with the Heirs of said Price, for the said four fifths of said land, and pay them a large sum of money for their interest therein, to wit; over Four Hundred Dollars.

Plaintiff is now ~~informed that the said Strong and~~ Taylor, or other agents for one Gustavus V Clark, who had obtained a deed for said land derived from the Administrator of said William Price which title was wholly void, except for one fifth part of said land. And plaintiff here charges that one undivided fifth part was all the said Clark had title for. And he is informed and so charges that said Clark by said Taylor his agent sold to Strong said land

Plaintiff further states that he has paid to said Strong and Taylor, which he is informed and believes went to said Clark, an amount of money far more than equal to one fifth of the purchase money he was bound to pay to said Strong and Taylor for Clark, besides the large amount he was forced to pay Prices heirs or lose his land, which last amount together with the amount he paid Strong and Taylor, he supposes equals if it does not exceed

The plaintiff is now informed and believes and so charges "that said Taylor was acting as agent for one Gustavus F. Clark and as such agent sold the said land to said Strong, and that a deed was executed to said Strong by Clark but was never delivered, and is yet in the hands of said Taylor. That said Strong paid some six thousand dollars or more on said contract with said Clark which money went to said Clark's possession and use; That the said Clark and his agent said Taylor had knowledge of and acquiesced to, the said sale to the plaintiff by Strong, your petitioner further charges that the title of said Clark was derived through a deed from the Administrator of said Mrs Price and was wholly void as a conveyance except for one undivided fifth part of said land. And the plaintiff here charges that the said Clark only had title for one undivided fifth part said land, the plaintiff further charges that he has paid the said Strong, which he charges was paid by said Strong to said Taylor and by him to said Clark, an amount of money which far exceeded one fifth of the purchase money agreed on in said bond ~~for the whole of the land~~ to which is to be added the large amount he paid the heirs of said Price, both of which amounts he charges ~~and the whole amount he was to pay for the~~

of purchase money he was to pay for the entire tract,

the amount he agreed to pay for said land by said bond.

Plaintiff is informed that the said Gustavus V Clark is deceased and has left Walter G. Clark and Junius Clark his heirs at law, residents of the State of Virginia, ~~the last named is said to be [illegible] of age~~. This land appears to have been conveyed to the said Gustavus Clark and Chastin Clark, but plaintiff supposes, and is so informed, and believes the same to be true, that the interest of Chastin had been conveyed to the said Gustavus in his life time, but cannot find the deed on record.

The plaintiff therefore prays that the said Clarks or the said Taylor, or the heirs of said Strong, who is now deceased, or either, or all according as the legal title may now be vested, be compelled to convey to the plaintiff the said one undivided fifth part of said land, and that an account be taken of the amount paid by plaintiff, and if more than the one fifth part of the purchase money has been paid by plaintiff, then that the Court decree the surplus to be repaid to him. Or if the Court find that the defendants, or either of them have a good title for the entirety of said land, that they be compelled to convey the same to plaintiff, and he will pay the balance of the purchase money in full. And the plaintiff asks the Court to grant him all such other and further relief as equity and good conscience may require.

P B Cole Atty.
for Plaintiff

Hawk
vs
Clark

Proof of publication

Filed Oct. 15th 1855
Zaber Randall Clk

Recorded

NOTICE.

Jacob Hawk vs. Walter G. Clark et al
Court of common pleas. Union county, State of Ohio.

WALTER G. Clark, Junius Clark, Chastin Clark, M. S. Cary, Abner Powers (as administrator of S. G. Strong) and the unknown heirs of said Strong, will take notice that a petition was filed against them on the 30th day of July, A. D. 1855, in the court of common pleas of the county of Union and State of Ohio, by Jacob Hawk, the substance and prayer of which is as follows: Charges that on or about the 1st day of March A. D. 1837, said Strong executed to said Hawk his penal bond conditional for the conveyance by general warrantee deed to said Hawk, the following land, part of survey No 5499 in said county, beginning at a stone on the south bank of Bluescreek; thence south 7½east 286 poles to a stone; thence south 80 west 122 poles to an elm and stone; thence north 7½west 255 poles to the centre of Bluescreek; thence down the creek with the meanders thereof to the beginning, which has since been surveyed, and the true description set forth in the petition, and found to contain two hundred and four acres. By the terms of said bond said Hawk was to pay therefor seven hundred dollars, one hundred and fifty was paid in hand, two hundred and fifty dollars to be paid on the 1st day of January 1838, and the residue on the first day of January 1839, with interest. That the first and second payments were made, and immediate possession taken of the land by said Hawk, lasting and valued improvements made, all taxes paid thereon since the said purchase. The said petition further charges that said Strong had bought the land from one Gustavus V. Clark, or from the said G. V. and Chastin Clark through John L. Taylor their agent; further charges that said G. V. and C. Clark had bought said land from one Joseph Carter who bought the same from the administrator and one of the heirs of William Price, and that the title thus acquired was wholly void except for one-fifth part of said land, being the interest of said heir who conveyed it. Petition further charges that shortly after the said purchase by said Hawk from said Strong, the heirs of said William Price brought suit for said land in the Circuit Court of the United States for the District of Ohio, and obtained a judgment for said land, that soon after a Bill in Chancery was prepared against said Price's heirs, and a decree was rendered in the Supreme Court of Franklin county, Ohio, giving to the heirs of said Price four-fifths of the said land, and to the said Hawk by virtue of his said claim derived from said Strong and the said Clark's one-fifth of said land, and that the said Hawk was compelled to buy the four-fifths of said land from the heirs of said Price, and paid over four hundred dollars for the same. Petition further charges that said Clarks had title for only one-fifth part of said land, that said Hawk paid said Strong more than one-fifth of the purchase money of the whole tract, and that said Strong paid the said Clarks more than one-fifth of the whole amount he was to pay for the land; also charges that said Gustavus V. Clark is dead, and that said Walter G. and Junius are his heirs. Prayer of the petition is, that an account may be taken of the amount paid by said Hawk to said Strong, and by said Strong to the said Clarks—and if it is found that said Hawk has paid more than one-fifth of the said purchase money agreed upon, that the surplus be repaid to him, or if the said defendants, or any of them, have the complete title to said land, that the court order the same to be conveyed to the said Hawk upon his paying any balance of purchase money remaining unpaid, and that the defendants be decreed to convey all their interest in said land to said plaintiff; also prayer for general relief. The defendants are notified that they will have to file their answer in this case on or before the 27th day of October, 1855, or the petition will be taken as confessed and decree accordingly.

P. B. COLE, att'y for pl'ff.

August 29, '55—n50w 6pj$16,00.

I, Samuel M'Bratney, do make solemn oath that I am the publisher of the Marysville Tribune a weekly Newspaper of general circulation in Union County Ohio and that the annexed Notice was published in said paper for six weeks, previous to the 16th day of October A.D. 1855

Samuel M'Bratney

Sworn to & subscribed before me this 15th Oct. 1855

Zaber Rendall Clerk

Well and truely convey said 200 acres of land
to said Jacob Hawk or his Assigns by a -
Good General Warranty Deed free & clear
of Incumberances then this bond shall be null
& void. Else in full force & vertue

John L Taylor - Seal
By Silas G Strong -

H W White
Wm Snodgrass

Silas G Strong Seal

Received the prompt payment of $150. as per -
agreement this March 1st 1837 -

Silas G Strong for
Taylor & Strong

Strong & Taylor
vs
Jacob Hawk

Filed July 30th 1835
Saber Ransdell Clk.

Know all Men by these presents that We John L Taylor of Chillicothe & Silas G Strong of Marysville Ohio are held and firmly bound unto Jacob Hawk in the full sum of Fourteen Hundred Dollars Lawfull Money to the payment of which well and truely to be made We bind our selves our Heirs Executors & administrators firmly by these Presents Sealed with our Seals and Dated this 1st Day of March 1837

The Condition of the Above Bond is such that Whereas the Above Bound Taylor & Strong have this day Sold unto Jacob Hawk 200 acres of Land being part of Survey No 5499 and is bounded as follows Beginning at Hickory & Two Sugar trees thence N 40° W 276 poles to a Black walnut on the North Side of the creek passing a Water Beach & Sugar tree on the South Bank of Bears creek thence up the creek with the Meanders & from the Beginning S 86° 40' W for quantity to be Taken of to him by metes & Bounds - For which he agrees to pay to Said Strong & Taylor the full Sum of Seven hundred Dollars in manner following to wit $150.00 in Hand at the Ensealing hereof and the further sum of Two hundred and fifty Dollars on the 1st day January 1838 and the Residue on the 1st Day of Jany 1839 for which two payments the Said Jacob hawk has Executed his two Notes to Said Strong for the use of Taylor & Strong Each Drawing interest from this date untill paid & Said Hawk agrees to pay the Taxes & upon full payment of the purchase Money as aforesaid if Said Silas G Strong & J. L. Taylor Does

J. Hall R
B Lieutenant

Clark Strong
Genl.

Tiba Aug. 29th 1835
Later Ransacc Clerk

State of Ohio
Union County ss:

Union Common Pleas

Jacob Hau
vs
Walter S Clark et al

Civil Action

P B Cole Atty for Pltff Plaintiff makes oath and says that said Plaintiff is a nonresident of the State of Ohio and that the defendants Walter S Clark James Clark & Chester Clark, M S Clark & Abner Powers are not residents of this State, and that ~~he~~ he does not know where the Plaintiff of said Show of residence and that service could not be made upon any of the defendants whose names appear in the ~~above~~ affidavit within the State of Ohio. That the case is one mentioned in ~~under the~~ Section 70 of the Code of Civil Procedure providing for constructive service

P B Cole

Sworn to and subscribed
before me August 29 1853

Salem Randall Clerk

Jacob Hawk

vs

Walter G Clark et als

Masters Report

Filed June 16th 1856
Saber Randall Clerk

Recorded

Report of James W Robinson Master Commissioner in the case of Jacob Hawk against Walter G Clark et als in the Court of Common Pleas of Union County Ohio

Upon Examination and testimony I find the following facts in this case

1st On the 28th day of December 1836 John L Taylor Esq of Chillicothe Ohio as agent of G V Clark sold by verbal agreement to Silas G Strong the land described as follows in survey No 5499 in said County beginning 28 poles south from Adam Wolfords North East corner on the south side of Blues Creek thence with his line S. 9° 30 E. 263 poles to a maple beech and sugar tree thence N. 86° 40 E. 208 poles to a hickory & two sugars thence N. 9° 40 W. 276 poles to a black walnut on the north side of Blues creek passing a water beech and sugar tree on the south side of the creek. thence up the meanders thereof S. 80. W. 47 poles thence S. 40. W. 14 poles thence S. 77 W. 52 poles. thence W. 96 poles to the begining Containing 347 acres more or less

2d That said Strong agreed to pay therefor the sum of six hundred and ninety four dollars

3d The said Strong gave his three notes for two hundred and thirty one & one third dollars each, payable. one at date & the other two in nine & twelve months with interest

4th That said Strong in May 1837 paid the first note and on the 26th of January 1838 paid to said agent three hundred dollars on the second & third notes which sums less his fee. the said agent paid over to said Clark

5th That said agent. by letter had authority to sell said land for said Clark. but never had

and has not now any interest in said land

6th The said Clark & his wife on the 10th of March 1837 executed a deed with covenants of general warranty to said Strong for said land and forwarded it to said agent where the same now remains, and was never delivered to said Strong

7th The sale of the part of said land in said petition described sold to the plaintiff by said Strong was made without consulting said agent and without his authority, but was reported to him by said Strong immediately afterwards

8th That said Hawks on the 1st day of March 1837 paid to said Strong on his purchase the sum of one hundred and fifty dollars being more than the one fifth of the purchase money

9th That suits & judgements were had against said Hawks for the four fifths of said land in the manner set forth in said petition

10th That possession was taken of the land in said petition described (being a part of said 347 acres) & held in the manner set forth in said petition

Respectfully submitted
James W Robinson
Special Master

Commissioner fee $5

Civil/Domestic Case File

Case No. 1855-CV-0090

No. 55-CU-90

Union Common Pleas Court.

Jasper R. Converse
Plaintiff,

AGAINST

Lorenzo L. Converse
Defendant.

APR TERM 1856

DECREE FOR PLAINTF

Journal	6	Page	11
Record No.	7	Page	382
Ex. Doc.	B	Page	150

Plw 40

Jasper N Converse
vs
Lorenzo L. Converse
& others

2967 X

p 440 & 450

for record
Nov 9 1860 16 Pa[illegible]
Rec'd

450.00 17th
Sale ordered

D. B. p 150
Recorded in book
7 p 382

Jasper R Convers

vs

Lorenzo L Convers
and others

petition for partition

Filed August 2d 1855
Yates Ranaan Clerk

Recorded

B. A. Fay
George Reed
[illegible]

To the court of Common Pleas of Miami County in the state of Ohio

The petitioner Jasper R Convers files herein his petition for partition and respectfully represents that some time in August A.D. 1851 Edwin G Convers died seized in fee simple, of the following real Estate situate in Miami County & state of Ohio being part of survey No 3754 described as follows to wit beginning at a stake in the centre of the centre of the road leading from California to pleasant valley, and in the survey line, thence S. 76 W. 47. poles to a stake in said road thence S. 47. W. 60½ poles to a sugar in the road, thence N. 17. E. 32 poles to a stake in the road in the road leading from California to Milford, thence with said road West 101 poles to a stake, in the corner of Mr Kalers land, thence N. 36¾ W. 238 poles to three ironwoods, two of them from one root, thence N. 54. E. 164 4/5 poles to two ashes (one down) and Bur Oak, thence S. 36. E. 328 poles to the begining containing two hundred and Eight, two acres & sixty poles, more or less

That said Edwin G Convers left the following persons his heirs, (there being no widow) to wit, Lorenzo L Convers, Luke R. Convers James J Convers, Hester A Convers, Henry G Convers, Ammon B Convers, Kilbourn Convers, & Jasper R Convers, to whom said real Estate descended in fee simple.

That said Luke R Convers has since died and his interest in said real Estate was according to law sold and

conveyed to your petitioner by deed in fee simple whereby the petitioner became seized in fee simple of the undivided Eighth part of said real Estate subject to an incumbrance or lien of six dollars and twenty five cents to be paid each year to Emma Convers widow of said Luke R Convers, so long as she shall live

That each one of the seven remaining said heirs is still living and seized of an undivided Eighth part of said real Estate in fee simple! That said Jasper R. Henry G. Ammon P. Kilbourn. James G. and Hester A Convers, are minors. and Asa Convers. is their Guardian duly appointed

That your petitioner is entitled to have partition of said real Estate and hold the same Eighth part thereof in severalty. and therefore asks that said Lorenzo L Convers. Jasper R Convers Jr. Henry G. Convers Ammon P Convers. Kilbourn Convers. James G Convers and Hester Ann Convers be made defendants to this petition. & that there be set off in severalty to each one of them & to your petitioner the one Eighth of said farm & that such other Relief may be granted as may be proper

James W Robinson
Atty for the petitioner

Convers
vs
Convers et al

Proof of Pub,

Filed Oct, 11th 1833
Saber Randall Clerk

Recorded

NOTICE.

LORENZO L. Convers, James Y. Convers, Hester A. Convers, Henry G. Convers, Ammon P. Convers, Kilbourn Convers, and Jasper R. Convers. Jr., you are notified that on the 2d day of August, 1855, Jasper R. Convers filed his petition in the court of common pleas of Union county in the State of Ohio, where the same is now pending against you, demanding partition of the following real estate to wit: Part of survey No. 3754 in said county beginning at a stake in the survey line, and in the centre of the Pleasant Valley and California road; thence south 76 west 47 poles to a stake in said road; thence south 47 west 60½ poles to a sugar in the road; thence north 17 east 32 poles to a stake in the California and Milford road; thence with said road west 101 poles to a stake in the corner of Mr. Kaler's land; thence north 36¾ west 238 poles to three ironwoods (two of them from one root,) thence north 54 east 164 4-5 poles to two ashes (one down) and burr oak; thence south 36 east 328 poles to the beginning, containing 296½ acres more or less.

At the next term of said court the petitioner will ask that said real estate be divided equally between himself and each of you giving one-eighth to each. JASPER R. CONVERS,

by JAMES W. ROBINSON, his att'y.

August 14, '55.n48w4p[redacted]

Printers fee $6,25
Handbills 3 00
9,25

I, Samuel M'Bratney do make solemn oath that I am the publisher of "The Marysville Tribune, a weekly Newspaper of general circulation in Union County, Ohio; and that the annexed Notice was published in said paper for ~~four~~ six weeks previous to the 16th day of October A. D. 1855

Samuel M'Bratney

Sworn to & subscribed before me this Oct 16th 1855

Yaber Rendall Clk

Converse
vs
Converse

Proof of Pub

Filed April 1 1836
Zaher Randall
Clerk

Recorded

SHERIFF SALE.

Jasper R. Convers vs Lorenzo L. Convers.

By virtue of an order of sale to me directed from the court of common pleas of Union county Ohio, I will offer for sale on the premises described below, at 2 o'clock, P. M. on the 8th day of December A. D. 1855, the following described real estate in Jerome township; Union county, it being part of survey No. 3754, bounded and described as follows: beginning at at a stake in the center of the road leading from California to Pleasant Valley and in the survey line, thence south 76 west 47 poles to a stake in said road, thence south 47 west 60½ poles to a sugar tree in the road, thence north 17 east 32 poles to a stake in the road leading from Californir to Milford, thence with said road 101 poles to a stake in the corner of Mr. Kaler's land, thence north 36¾ west 238 poles to three ironwoods, (two of them from one root,) thence north 54 east 164 4-5 poles to two ashes (one down) and burr oak, thence south 36 east 328 poles to the beginning, containing two hundred and ninety-six and one-half acres more or less; appraised at twenty-five dollars per acre.

Terms of sale--one-third of the purchase money will be required in hand, one-third in one year, one-third in two years, with interest from date. Deferred payments to be secured by mortgage on the premises.

WM. H. ROBB, Sheriff.

Nov. 7, '55—pf$5,25.

I, Samuel M. Bratney do make solemn oath that I am the publisher of the Marysville Tribune a weekly newspaper of general circulation in Union County Ohio; and that the annexed "Sheriff Sale" was published thirty days previous to the 8th day December 1855

S. M. Bratney

Sworn to & Subscribed before me this 3 April 1st 1856

Taber Randall Clerk

and Hester Ann Conners are defendants and that your proceedings in the premises you distinctly certify under your hand to our Court of Common Pleas within and for the said County of Union together with this writ

Witness Zaber Randall Clerk of Our said Court of Common Pleas this 16th day of October A.D. 1855

Zaber Randall Clerk

State of Ohio Union County ss

I do hereby certify that B. A. Fay, George W. Rickard E. D. Smith the within named commissioner were duly sworn to discharge the duties required of them by the within writ on this the 17th day of October A.D. 1855. William H. Robb Sheriff of Union county

We the commissioners named in the within order of Partition having been duly sworn by William H. Robb sheriff, and upon actual view of the within described premises are of opinion that the same cannot be divided without manifest injury of the value thereof; Whereupon we do value the within described real estate at twenty five dollars per acre. Given under our hands and seals this 17th day of October A.D. 1855

B. A. Fay (Seal)
George W. Rickard (Seal)
E. D. Smith (Seal)

I have executed the within writ by the oath of the commissioners named in the within order (whose report) is thereunto attached.

this 17th day of October 1855 William H. Robb Sheriff of Union County

Fees Serving	4.00
Mileage	1.20
Return	20
Commissioners fees	3.00
	$ 5.40

Clasper P. Conners vs Lorenzo D. Conners & others

Writ of Partition

Filed Oct 17th 1855 Zaber Randall Clk

Recorded

Johnson Atty for Plff

The State of Ohio Union County ss

To the Sheriff of Union County Greeting

We command you that without delay by the oaths of ~~John Gray~~ E. D. Smith, B. A. Fay & George Rickard you cause Partition to be made of the following real estate situate in the said County of Union being part of Survey No 3754 described as follows to wit beginning at a stake in the center of the road leading from California to Pleasantvalley, and in the Survey line thence S 76 W 47 poles to a stake in said road thence S 47 W 60½ poles to a Sugar in the road thence N 17 E 32 poles to a stake in the road leading from California to Milford thence with said road west 101 poles to a stake in the corner of M Kalers land, thence N. 36¾ W 238 poles to three ironwoods two of them from one root thence N 54 E. 164⅘ poles to two ashes (one down) and burr oak thence S 36 E, 328 poles to the beginning containing two hundred and ~~eighty~~ ~~six~~ ~~and~~ ½ acres & ~~sixty~~ poles more or less, among the following persons and in the following manner to wit, To Jasper R. Convers (⅛) one eighth thereof subject to the dower of $6, 25 pr. annum of Emma Convers, To Lorenzo L. Convers one eighth part Jasper R. Convers Jr one eighth part, Henry G. Convers one eighth part Ammon P. Convers one eighth part Kilbourn Convers one eighth part James Y. Convers one eighth part and Hester Ann Convers one eighth part in pursuance of an order lately made in our said Court of Common Pleas, within and for the said County of Union in a certain petition for Partition wherein Jasper R. Convers is petitioner and Lorenzo L. Convers, Jasper R. Convers Jr, Henry G. Convers Ammon P. Convers Kilbourn Convers James Y. Convers

Stephen R. Conners
vs
Lorenzo L. Conners
& others

Order of Sale

Filed Dec. 10th 1853
Salem Randall Clerk

Entered on
D. B. p. 151

Recorded

J. M. Robinson
Atty for Pltff.

Received this writ November 5th A.D. 1853.
I advertised the within described real estate for sale at least thirty days in the Marysville Tribune a newspaper published and in general circulation in Union County. Afterwards to wit on the 8th day of December A.D. 1853 at 2 o'clock P.M. on the premises described within, that being the time and place said property was advertised to be sold, I offered the same for sale and sold it to Samuel McCampbell for twenty one dollars per acre, that being the highest and best bid for the same

Fees Service	$1.55
Advertisement	25
Return	20
Mileage	60
Printers fee	5.25
Poundage	41.13
	$48.98

296
21
296
592
6216
6216

William H. Robb Sheriff

The State of Ohio Union County ß
To the Sheriff of Union County Greeting
In pursuance of an order of our Court of Common Pleas within and for the County of Union at the October Term thereof A.D. 1855, in a certain Petition for Partition now pending in said Court wherein Jasper R. Convers is Petitioner and Lorenzo L. Convers ~~[illegible]~~ James H. Convers, Hester A. Convers Henry G. Convers Ammon P. Convers Kilbourn Convers & Jasper R. Convers Jr. are defendants, we command you that without delay you proceed to sell at public auction the lands & tenements in said Petition described to wit. Situate in said Union County being part of Survey No 3754 and bounded & described as follows beginning at a stake in the center the road leading from California to Pleasantvalley & in the survey line thence S76W47 poles to a stake in said road thence S47W60½ poles to a sugar in the road thence N17E32 poles to a stake in the road leading from California to Milford thence with said road west 101 poles to a stake in the corner of Mr Kalers land thence N36¾W238 poles to three ironwoods two of them from one root, thence N54E164⅘ poles to two ashes (one down) and Burr oak thence S36E328 poles to the beginning containing two hundred & ninety six and one half acres more or less
And your proceedings in the premises you make known to our said Court of Common Pleas at their next Term and have you then there this writ
Witness Saber Randall Clerk of our said Court of Common Pleas at Marysville this 5th day of November A.D. 1855

Saber Randall Clerk

Civil/Domestic Case File
Case No. 1855-CV-0091

No. 55-CU-91

Union Common Pleas Court.

Patrick Slattery Plaintiff,

AGAINST

John Cody et al Defendant.

OCT TERM. 1855

Settled

Journal 5 Page 449

Record No. No Record Page

Ex. Doc. B Page 120

Patrick Slattery
vs
John Cody et
Michael Cody

Costs bill made
no record
costs $3,21
D. B. 120

Cobb 1,21
Clan 2,00

Patrick Slattery, Plaintiff } of Trade Common
against } Release,
John Brady & Michael Brady Defendants }

Answer & Demurrer
Returnable, Accordingly &
Com. Damages Claimed
Fr. Dunlevy Esq. $500.00 Dec.
for Plaintiff,

S. Sohn Randolph
Clerk & Ex. officio
August 3. 1835

Patrick Slattery
against
John Brady and
Michael Brady

Filed August 3rd 1835
Zaba Randolph Clerk

F. C. Dunlevy
Atty for Plaintiff

Patrick Slattery Plaintiff
against
John Coady & Michael Coady, Defendants

In the Common pleas.

Petition,

Patrick Slattery Plaintiff, says that on or about the twenty second day of July, Eighteen hundred and fifty five, at Union County Ohio the Defendants John Coady & Michael Coady, assaulted and beat the Plaintiff by which he says he has been confined to his bed ~~about two weeks~~, and prevented from pursuing his labours.
Further the Plaintiff says by reason of the wounds inflicted upon his body and person by the said Defendants, he has been compelled to pay large sums of money, ~~[illegible]~~ in and about the healing of said wounds so received from the said Defendants as aforesaid, ~~&c~~ ~~for~~ which he has been damaged to the amount, five hundred Dollars, for which he asks Judgement,

J. C. Dwyer attorney for Plaintiff

Patrick Slattery being sworn says he believes the statements of the foregoing petition to be true

Patrick Slattery

Sworn to by Patrick Slattery before me and signed by him in my presence this 3rd day of ~~July~~ Aug AD 1855

Taber Randall Clerk

Patrick Mallory
Ad
John Coady &
Michael Coady

Damages Claim
$500,00

Filed August 6th 1853
Silas Randall Clerk

F. P. Dougherty

Received this writ August 6th 1853 and served same day by presenting a certified copy of this writ to each of the within named defendants

Fees Service	55
2 copies	50
Return	05
$	1.10

William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify John Coody & Michael Coody that they have been sued by Patrick Slattery in the Court of Common Pleas of Union County, and that unless they answer by the ~~15th~~ 8th day of September A. D. 1855 the petition of the said Patrick Slattery against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 20th day of August A. D. 1855.

Witness my hand, and the seal of said court this 6th day of August A. D. 1855.

Saber Randall

Clerk of the Court of Common Pleas of Union County.

D. B. 120

UNION COMMON PLEAS.

Patrick Slattery

vs.

John Cody &
Michael Cody

Fi. Fa. Lev. Fa. for costs.

Plaintiff's Cost. $	321
Defendant's Cost, $	
This Writ	70
	391

Recorded

To _____ A. D. 18

_____ Att'y.

Returned and Filed June 3 A. D.

1839 Jabez Randall Clerk.

Received this Writ June 10th A. D. 1839
Serve the same by collecting the money June 8th 1839

Fees Serg	35
Mileage	35
Postage	10
Return	10

A. Wiley Sheriff
By Benj Hawkins

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, in a certain action of Damages lately prosecuted in our Court of Common Pleas within and for the said County of Union, wherein

Patrick Slattery was

plaintiff, and John Cody & Michael Cody

defendant; the costs of said Patrick Slattery were taxed at

Three dollars, and twenty one cents.

YOU ARE THEREFORE COMMANDED, that of the goods and chattels, or for want of goods and chattels; of the lands and tenements of the said

Patrick Slattery

in your county, you cause to be made the cost aforesaid, and costs that may accrue. And of this writ make due return in sixty days; hereof fail not at your peril, and have you then there this writ.

Witness my hand and Seal of the said Court, at Marysville this 31st day of May A. D. 1859

Taber Randall Clerk,

of the Court of Common Pleas, Union County.

Civil/Domestic Case File
Case No. 1855-CV-0092

No. 55-cv-92

Union Common Pleas Court.

Moses P. Rice
Plaintiff,

AGAINST

Lucas Lowe
Defendant.

APR TERM. 1856

Settled

Journal 6 Page 24

Record No. No Record. Page

Ex. Doc. B Page 224

Law 47

Moses P. Rice
vs
Lucas Low

Settled as per agreement
on file
J 6 p 24
D. B. 224
Proceed

State of Ohio Union County Darby Township ss
I do hereby certify that the above is a full and a true Copy from my Docket of the proceedings had by and before me in the above cause

Signed E. D. Smith J.P.
of the aforesaid Township

Moses P Rice
vs
Lucas Lord
Transcript

Filed August 3d 1833
John Mansfield Clk

Me. P. Rice
vs
Lucus Low

No 1st

Suit brot on damage ninety nine dollars
damage claimed by plaintiff

plaintiffs cost	
Summons	15c
filing papers	5
Subpoena for two witnesses	30
Swearing 8 witnesses	40
Const cost	1,40
Judgment	25
witness fees	3,80
Defendants cost	
Subpoena for six witnesses	45c
Swearing 8 witnesses	40
Const cost	1,25
witness fees	4,75
Bond	25
Transcript and certifying there to	75c
	75c

July the 10th 1855 Bill of particulars of plaintiff filed and Summons issued and delivered to Wm. S Bailey Constable for appearance of the defendant on July the 14th 1855 at one o clock P. M.

July 10/55 issued Subpoena for plaintiff for the folowing named witnesses S Me Fairbanks Joseph Hawn Amon Sheek and Wm Reed and delivered to Wm S Bailey Const for their appearance on the 14th of July 1855 at one o clock P. M.

July the 11th 1855 issued Subpoena for defendant for James Martin John M. Robinson Ray Morse James Hardin Jacob Brown Jr & Wm Tribit and delivered to Wm. S. Bailey Const for their appearance on the 14th of July 1855 at one o clock P. M.

Summons returned July the 14/55 personally served July the 10th/55 by reading this writ to the within named defendant who acknowledged service fees mileage 30 servis 15=45

July the 14th 1855 Wm S Bailey Const

Subpoena returned July the 14th/55 personally served July the 11/55 by reading this writ to all the within named except John M Robinson on him by leaving a copy at his place of residence Jacob Brown Jr demanded his fees & was paid 50c fees mileage 60c servis 65=1,25
James Martin 5 miles 25c testifying 50=75
John M Robinson 4 miles 20. Do 50=70

Ray Moose 6 miles 30 Levis 50 = 80c James Slaedin 4 miles 20 Levis 50 = 70
Jacob Brown Jr 5 m 25 levis 50 85 Wm Leibit 4 miles 20 Do 50 = 70
July the 14/55 Wm S. Bailey Const
Subpoena returned July the 14/55 personally served July the 10/55 by reading this writ to all the within named except Joseph Slawn on him by leaving a copy at his place of residence Amon Sheek demanded his fees and was paid 50c S. M. Fairbanks 4 miles 20c 50 = 70c Joseph Slawn 5 m 25 50
Amon Sheek 7 miles 35c testifying 50 = 85c Wm Reed 6 miles 30 to 50 = 80c July 14/55 fees Levis 45 mileage 50 = 95c
Wm S. Bailey Const

July 14th 1855 one o'clock P. M.

The parties appeared and trial had M. P. Rice S. M. Fairbanks Joseph Slawn Amon Sheek Wm Reed E. C. Smith Eli Stoley cross & Levi Patterick sworn and examined for the plaintiff and Lucus Low James Martin J. W. Robinson Ray Moose James Slaedin Jacob Brown Jr Wm Leibit and Jenkins for the defendant Wm Leibit demanded his fees and was paid and I do find the plaintiff is damaged in the sum of fifty dollars

It is thereupon considered by me that the plaintiff recover of the defendant the sum of fifty dollars and his cost herein taxed at five dollars and twenty cents an appeal demanded by the defendant July 24/55 E. D. Smith J. P.

In the action of M. P. Rice against Lucus Low I John W. Robinson do acknowlede my self bail for the appellant in the sum of one hundred & twenty dollars to be levied of my goods & chattles lands and tenements in case the appellant shall be condemned in the action & shall fail to pay the condemnation money & cost that have accrued or may accrue in the Court of Common please

Signed John W. Robinson

Taken signed and acknowledged on this 20th day of July 1855 before me E. D. Smith J. P.

Costs to Date of
L. P. D. D. Smith 115 } 3,00
185 }
Court W. & Daily 125 } -2,65
140 }

Witnesses James Martin 75
L. W. Robinson 70
" 70
Leo Hendon 75 - 50 50
Jacob Bottinch 70
Wm Sheirit 80
Ray Crouse 5 40
Joseph Hann 75
Amos Stirk 80 -50 pd
L. M. Faulkner 70
Mr Ford 80 3,10

47

Mary P. Rice
against
Lucius Son —
47

Petition

Filed Nov. 14th 1835
Saber Randall Clerk

J. G. Daughty
Atty for plaintiff

Marcus P. Rice Plaintiff
Against
Lucius Low Defendant

In Summit
Common Pleas
Petition

This Suit is brought into this Court by an appeal from the Docket of R. L. Smith Justice of the Peace Summit County Ohio Whereupon the Marcus P. Rice Plaintiff says that he is entitled to sue nine Dollars from the Defendant, for this to wit, that the said Defendant in the Month of April Eighteen hundred and fifty nine did stop up by building a dam across a water course passing through Plaintiffs farm and the adjoining farm of the Defendants which said farms lying & being in the Township of Darby Union County Ohio. 2d The Plaintiff further says that said ditch or watercourse was used by Plaintiff and Defendant for a great number of years as a natural channel for the purpose of conveying the water from his the said Plaintiffs farm or lands also from Defendants.

3 The Plaintiff further says that by the common consent of Defendant and others owning lands adjoining to Plaintiff this said water course was used for draining their said lands for more than twenty years last past.

4th The Plaintiff says that by reason of Defendants damming up said watercourse and permitting the same to remain dammed up, that it did cause the waters

to flow back and cover more than twenty acres of the plaintiff's lands which said lands were planted in corn thereby destroying plaintiffs corn whereupon the plaintiff asks judgment for the sum of ninty nine dollars.

J. C. Dougherty atty
for Plaintiff

State of Ohio
Union County ss. Moses P. Rice being sworn says that he believes the statements of the foregoing petition to be true

Moses P. Rice

Sworn to by Moses P. Rice and signed by him in my presence this 3rd day of December A D 1855

Zaber Randall Clerk

Sum, or McCann,

Suit No 14

Filed September 6th 1833

John Dawson clk

July the 17 1835 rendered judgment on the within instrument of writing for fifty dollars E. D. Smith J.P.

Bill of Particulars of Suit

McBride
v
Lucas Lane.

Mans. P. Rice In Damages
vs $99.00
Lucius Low

This suit is brought by Plaintiff to recover the sum of ninty nine Dollars for Damages done and caused to be done by Defendants stopping up watercourse and permitting the same to remaine damed up thereby causing the water to flow back upon Plaintiffs lands and destroying Plaintiffs Corn, Crop and Pasture, said water course being a ditch passing through Plaintiffs farm also through Defendants farm both of said farms lying and being in the Township of Derby Union County Ohio, the farm known as the farm that Plaintiff now resides upon Plaintiff further says that he is otherwise Damaged by Defendant, Therefore he asks Judgement for the amount of ninty nine Dollars,

We agree to have the cases in the within described, dismissed at the next term of court —

each of us to pay costs by us respectively incurred

March 21st 1856

Lucus his X mark Lewis

Moses P Rice

Rice
Lewis
vs
Lucus
Rice

Lucas Lewis 21st 1856

Lucas Lewis Esq

Whereas there is a suit in the Court of Common Pleas of Mercer County Ohio by Lucius Low as plaintiff and Moses P Rice as defendant for damages appealed from Aaron Doolittle JP. and also a suit by Moses P Rice as plaintiff against Lucius Low as defendant in said Court appealed from E. D Smith JP. and whereas said parties have agreed to leave to Rury G Moore and John Jenkins to decide both of said cases and they have made their decision in writing and sealed up the same and the said parties have the same directed to James W Robinson

Now we the said Low and Rice agree with each other hereby that we will abide by the said decision. and we will open the same this day and take both of said cases out of Court according to said decision

Witness our hands and seals this 21st day of March 1856

Lucius his ✗ mark Low seal
Moses P Rice seal

Attest
Jas W Robinson

Moses Rice

vs

Lucus Lane

---

motion to dismiss suit

Filed Sept. 13th 1856

Saber Randall Clerk

Moses P Rice
agst
Liens Law

} Min Common Pleas
Motion

The defendants comes and moves the court to dessmiss this suit because the Justice of the peace before whom the cause was tried had no Jurisdiction of the subject matter of the suit

The plaintiff claims damage for creating a dam upon defendants land and causing the water to flow back upon plaintiffs land and thereby causing damage to him -

For such damage the plaintiff could not bring suit before a Justice of the peace. and no action of the defendant could give him Jurisdiction

Robinson & Lincoln
Attys for defendants

Civil/Domestic Case File

Case No. 1855-CV-0093

No. 55-cv-93

Union Common Pleas Court.

John Walker
Plaintiff,

AGAINST

Charles Morrow
Defendant.

OCT TERM, 1855

October 1855

Settled

Journal 5 Page 449

Record No. No Record. Page

Ex. Doc. B Page 130

John Walker
vs
Charles Morrow

D. B. 130

Pet filed Aug 9th

S-S-17

449 page

Cost bill made

No record

D. B. 130

Robb 1,61
Randall 2 05

John Walker
vs.
Charles Morse

Bill to compel
real contract

Filed August 9th 1855
Calvin Randall Clerk

A. C. Dorsey
Sol. for petitioner

John Walker Plaintiff
against.
Charles Morrow &c.

In the Court of
common pleas of
Union County.
Ohio

Your Petitioner John Walker of the County of Union and State of Ohio Represents, unto your honour That on or about the 24th. day of April in the year Eighteen hundred, and fifty One, Your petitioner, and Charles Morrow entered into an agreement for the sale of a certain piece of land, lying and being in the County of Union and State of Ohio, described as follows it being part of Survey No. 3234. On the waters of Bokes Creek, Beginning at a stake in the Center of the Road, leading up Bokes Creek, On the South side of said Creek, Running N 20° 30' E. 14 poles. to a stake Thence S. 69° 30' E. 22.7 poles. to a stake Thence S 20° 30' W. 14 poles. to a stake in the Center, of the above named Road, Then with said Road, N 69° 30' W. 22 poles. to the place of beginning, Containing two Acres, Your Petitioner further shews. to your honour. That, that he did take possession of said two Acres. of land, as above described, as a part of said agreement, and has had possession of the same & since, and on or about the 6th day of April Eighteen hundred and fifty One; Your Petitioner further represents, that for the said lands, sold as aforesaid

the said Charles Morrow was to have a One, two, horse wagon, of the value of seventy five Dollars, which your Petition shews to your honor, that he did receive, in full, for the value of said two acres of land. Your Petition further shews, that at the time of the sale of said lands sold, by the said Morrow, the said Morrow, did agree to make your Petition a good and sufficient Deed, in fee, for said lands; Your Petition further shews to your honor, that at divers times, since the sale of said lands, he has called upon Defendant to make said Deed to your Petition, which he has wholy refused, to do, or to comply, with his said agreement, Your Petition, asks that the said Charles Morrow, may be made part Defendant to this Petition, and that upon the final hearing of this petition, he may be compelled, to make, a good and sufficient Deed of Conveyance, to your petitioner for the said lands described, in said petition, And that your Petition may, such other and further Relief, as in Equity, may appear,

J. C. Dougherty Sol,
for Petition

John Walker being duly sworn says
that he believes the statements of the
foregoing petition to be true
John Walker

~~Sworn~~ Sworn to by John Walker before me
and signed by him in my presence
this 9th day of August AD 1855
Saber Randall Clerk

John Walker
v
Charles Morrow } In Union Comm Pleas
in Chancery
Issue a summons in this
case returnable according to law.
August 9th 1855 Saber Randall clerk
by John Randall clerk
Union C. Pleas

J. C. Dosty Atty
authorized to sign plaintiff's seal contract
Petition

Wm Walker
vs
Charles Morrow

To contract
Contract

Filed August 11th 1853
John Randall Clerk

J. B. Doughty
Atty for Plff

Received this writ August 9th 1853 and served the same August 10th 1853 by presenting a certified copy of this writ to the within named Charles Morrow

Fees Service	.35
Mileage	.75
Copy	25
Return	10
	$1.45

William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Charles Morrow that he has been sued by John Walker in the Court of Common Pleas of Union County, and that unless he answer by the 8th day of September A. D. 1855 . the petition of the said John Walker against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 20th day of August A. D. 1855.

Witness my hand, and the seal of said court this 9th day of August A. D. 1855.

Saber Randall

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0094

No. 55-CV-94

Union Common Pleas Court.

Adam Depp, Plaintiff,

AGAINST

Isabella Good et al Defendant.

APR TERM. 1856

DECREE FOR PLAINTF

Journal 6 Page 42

Record No. 7 Page 315

Ex. Doc. B Page 210

Law 4840

Abraham Depp
vs
Isabella Good et al

Ind's Fees Offs

J. C. p 40 & 42 April 3d 1856

D C B 210

for record

Recorded in
Book 7 p 315

State of Ohio }
Union Cnty } ss

Abram Depp plaintiff being sworn says that the statements contained in the foregoing petition are true as he believes

Abraham his mark Depp

Sworn to & subscribed before me and in my presence
This 9th Day of August 1833
D. N. Wells J.P.

Abraham Depp is a free man of color
Francis Edingfield
1833

} Issue a Summons to the Sheriff of Franklin County returnable according to law, ~~on the 17th day of September~~

P. B. Cole Atty.
for Plaintiff

Abraham Depp
vs
Francis Edingfield

Subpoena Witnesses
Abraham Depp
Isaac Ayers
Samuel Rodgers

Received
Cole for Pltff

bonds on or before the first day of June then next, which was the June 1st 1852.

The plaintiff further says that he paid the said Goode fifty dollars at the time of said purchase of the land as shown by receipt marked No 1. herein filed, ~~[illegible]~~ Also ten dollars as shown by receipt marked No 2. herein filed, The plaintiff has also paid the said Goode one hundred twenty dollars on 15th day of June 1854. The plaintiff therefore says that he has paid the purchase money on said for said land and is entitled to his deed for the same, but the further says that the said Robert Goode departed this life on or about the 25 day of Feby AD 1853 without having made said conveyance and left Isabella Goode and Francis Campfield his lawful heirs who are made defendants hereto.

The plaintiff therefore prays that the Court upon final hearing will order and decree said land to be conveyed to him the plaintiff, and in default of said conveyance that the Court under the decree to operate as such conveyance and the plaintiff prays for such other and further relief as equity and good conscience may require, and as in duty bound he will ever pray.

P B Coleman Atty.
for Plaintiff

Abram Depp Plaintiff — Court of Com. Pleas
Against
Isabella Goode Deft — Union County
Petition

Abraham Depp the plaintiff says that on the 28th day of December A.D. 1857. He the said plaintiff entered into articles of agreement with one Robert Goode, then in life but now deceased, for the purchase of the land hereinafter described, which articles of agreement is herewith filed marked (A), said land so sold is described as follows part of Survey No 68796, Beginning at a stone corner to Robert Goods ~~land~~ lot and South West corner of Charlot Chambers in the line of William Goode thence S10. E. 50 poles to a stone corner to Abraham Depp's land, thence with said line North 80 East 34 pols to a stone in the line of Hudson, thence with the said line North 10. East 50 poles to a stone corner to Charlot Chambers lot thence with said line S. 80. E 34 poles to the place of beginning containing ten and one half acres more or less.

The said plaintiff further says that by the terms of said article he was to pay the said Robert Goode twenty eight $\frac{75}{100}$ dollars ($78.75.) as purchase money for said land, as follows to wit fifty dollars down and the remaining twenty eight $\frac{75}{100}$ dollars on the delivery of the deed.—

In consideration of the above stipulation, the said Goode was to make at his own proper cost, a ~~good~~ a sufficient deed of conveyance to the said Depp for said land ~~free~~ clear of all incum

Abraham Depp
vs
Isabella Good &
Frances E. Good

Filed Nov 26th 1853
Luke Randall Clerk

Recorded

P. F. Cole Att
for Plff

Rec'd this cert Nov 28th
1855
Wm S Miner Shff

Served on Isabella Good and Frances E. Good personally by delivering to each a copy of the order standing no Guardian for the latter served on Ellen Ford the mother of the latter brother personally by delivering a copy of the same for 2 days 1855
Fees & Paid

Wm S Miner Sheriff
By D. D. Shaffer Deputy

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Franklin COUNTY, GREETING:

You are commanded to notify Isabella Good & Frances E. Good that they have been sued by Abraham Depp in the Court of Common Pleas of Union County, and that unless they answer by the 22d day of December A. D. 1855 the petition of the said Abraham Depp against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 3d day of December A. D. 1855.

Witness my hand, and the seal of said court this 14th day of November A. D. 1855.

Gaber Randall

Clerk of the Court of Common Pleas of Union County.

Dep
vs } Same
Govd

Guardian ad litem

Filed April 3rd 1856
Laban Rancock
Clerk

Recorded

Abram Dopp
vs
Isabell goode
Fosmar E Goode

The Sem Isabella goode
and Fosmar E goode by James
W Robinson their guardian ad litem
now come & say that they cannot
gain say the allegations of
said petition,

J. W. Robinson Guardian ad litem

Frankfort Union Co Ohio
Feby 2nd 1856

This is to Certify the During the Month of June A.D. 1854 I Delivered to Robert Good one Cow and Calf for Abraham Depp which Said Robert Good Purchased of A Depp Said Cow and Calf was worth Twenty Dollars at that time and this further Deponent Saith Not

George W. West

Certifyed and Sworn to before before me this 2nd Day of Feby 1856

J. N. Wells J.P

Receive of the within
ten Dollars $10 00
Nov 30th 1852
Robert Goode

No 1.

Received, Concord township Delaware County Ohio, December 26th 1851, of Abraham Depp, the sum of fifty dollars, in part payment for a certain lot of land for which I have given him a title bond, bearing even date with this.

Robert Goode

Pr. Gordon

Receipt 1.12.1

Received Columbus Nov 29 1853 of A Dopp
Ten Dollars on a/c

10.00

Robert Goode

Civil/Domestic Case File

Case No. 1855-CV-0095

No. SS-CV-95

Union Common Pleas Court.

William Walke
Plaintiff,

AGAINST

Henry A. Walke et al
Defendant.

JUN TERM. 1856

DECREE FOR PLAINTF

Journal	6	Page	59
Record No.	7	Page	475
Ex. Doc.	13	Page	456

Wm Walker
vs
Henry A Walker
& others

L. 6 page 59

June 18th 1856

for Record

Recorded Book 7
Page 475

L. B. p 1156

Issue summons according to law for the within named defendants
Henry A Walk
Susan V Walk
Wm Walk Jr
Jane M Walk
Isaac P Walk
Cornelius C Walk
Arthur C Walk

J W Richmond & Slaughter
Attys for Pltff

To the Clerk of Union Comm Pleas
Aug 14th 1855

Wm Walk
vs
Henry A Walk and others

Petition

Filed August 14th 1855
Zaber Randall Clerk

William Walk plaintiff
agst
Henry A Walk
Susan V Walk
William Walk Jr
Jane M Walk
Isaac E Walk
Cornelius C Walk
Arthur C Walk
defendants

Court of Common Pleas
Union County Ohio
petition

The plaintiff William Walk says that more than twenty years since, the plaintiffs father Anthony Walk being in affluent circumstances gave to the plaintiff the farm in Union Township, in Union County Ohio containing about three hundred & Eighty acres. known as the Walk farm, for a full description thereof reference is made to the deed dated September 18th 1847 and recorded in Book No 11, pages 105 and 106 of the Records of Deeds in Union County Ohio but no deed of conveyance was then executed therefor; that in accordance with such arrangement the plaintiff then took possession of said farm & made valuable improvements thereon & has continued the possession thereof up to the present time; That sometime in the year 1845 Anthony Walk proposed to execute the deed of conveyance to the plaintiff or his children as plaintiff should prefer; that afterwards it was concluded and arranged that the conveyance should be made to the children then born of the plaintiff in such manner that the plaintiff should have the free use thereof during his life time & to all of his children at his death; that plaintiff consented to and approved of the arrangement; that afterwards a deed was executed in September AD 1847 by said Anthony Walk to the defendants who are the plaintiffs children then

born, but since there have been born three other children the lawful issue of plaintiff — viz James, Frances and Mary Walk; that said deed of conveyance by mistake was in fee simple and did not protect the plaintiffs interest or the intention of said Grantor & plaintiff

That no valuable consideration was paid or agreed to be paid by the Grantees to the Grantor for said real Estate; That the deed aforesaid was delivered by said Anthony Walk to the plaintiff who put the same on record without the consent or request of defendants they being at the time under the age of Majority; that the deed was never delivered to the defendants or either of them but remained in plaintiffs possession until within a few months past when it has been clandestinely obtained by the defendant Henry A Walk, or has been lost; that if the defendant Henry A Walk or any other person has possession of the deed of conveyance aforesaid, such possession was obtained in an unlawful and clandestine manner; That since the defendant Henry A Walk has arrived to the age of Majority, he has claimed & now claims the right to the use of the one seventh part of said farm & the immediate possession thereof & has filed his petition in this court for partition of said farm, where the same is now pending — That the defendants have no right to the use or possession of said farm or any part thereof during the plaintiffs life time, & that they are trustees for plaintiff & his three children, born since the execution of said conveyance, and hold said farm in

in trust for plaintiff during his life time & for his Children at his death. That when plaintiff consented verbally that said deed of conveyance should be made as aforesaid, it was clearly his intention to reserve & he did reserve his life estate therein although the deed fails to express the same & he always supposed until within a few months past that the plaintiffs interest in said farm was fully understood & admitted

The plaintiff therefore asks that said deed of conveyance be so corrected as to express the original intention of the parties as in this petition set forth. That by the order of this court said defendants be enjoined from proceeding with the petition for partition aforesaid until the plaintiffs death, that during plaintiffs life time the defendants by the decree of this court shall hold said farm in trust for him & at his death for his children aforesaid, and that such other relief may be granted as may be proper

Stanton, Allison & Pelham
P Q's Attys

The State of Ohio, Preble County ss
I William Walk do solemnly swear that I believe the statements in the above petition contained are true

William Walke

Sworn to before me & subscribed in my presence subscribed by William Walk this 30th day of July 1855

Geo B Burnham J P

Union County Com Pleas

Jno Walke

vs

Henry A Walke & others

Answer of Anthony Walke.

Filed Jany 21st 1856

Saber Randall Clerk

William Walke, plaintiff
vs
Henry A Walke, Susan C Walke,
William Walke Jr., Sarah Walke,
Isaac E Walke, Cornelius C Walke,
Arthur C Walke, James Walke,
Frances Walke, Mary Walke,
& Anthony Walke, Sen. Defendants

Court of Common Pleas
Union County, Ohio.

Answer of Anthony Walke
Senr. to the Amended Petition.

And now comes the said defendant Anthony Walke Sen. and waives the issue and service of process against him, and enters his appearance herein, and for answer to the amended Petition says, that he has examined the said amended petition, and believes the allegations therein are true, and therefore admits all and singular the allegations contained in said amended petition, and unites in asking that the prayer of said amended petition may be granted. This defendant further says that he is ready and willing to make any correction in said deed, or any other or further deed, which the Court may adjudge right and proper, so as to secure to the plaintiff, the quiet enjoyment of the premises in the petition described during his natural life, and then to his children generally.

Anthony Walke Sen. being sworn says he believes the statements of the foregoing answer to be true.

Anthony Walke Senr.

Sworn to by Anthony Walke, Sen. before me, and by him subscribed in my presence this fifteenth day of January 1856. James G. Taylor J.P.

3

William Walker
v
Henry A Walker
et als.

Demurrer.

Filed Oct. 17th 1833
Peter Randall Clerk

William Walke plaintiff
against
Henry A Walke & others
defendants

Court of Common
Pleas Mum County
Ohio
Demurrer

The defendant Henry A. Walke demurs to the petition for the following causes:

First: The petition does not state facts sufficient to constitute a cause of action.

Second: There is a defect of parties defendant — as the petition shows that Anthony Walke, and James Walke, Francis Walke and Mary Walke should be defendants.

Hamilton & Lincoln.
Defendants Attorneys.

5

Union Com Pleas

Wm Walker

vs

Henry B Walker
& others

Amended Petition

Filed Jany 9th 1836

Saber Renrace Clk

Stanton & Allison &
Geo W Robinson

it may be properly adjudged to be still undeliv-
ered. That said defendants be enjoined from
further proceedings in partition, at present, and
that such other and further order be made, as will
quiet the title and possession of the plaintiff
during his life and secure the same to his chil-
dren generally at his death, and that such
other relief may be granted as may be proper.

Stanton & Allison & Robinson
Attys for Pltf.

The State of Ohio, Union County

William Walke being sworn says he believes
the statements of the foregoing petition to be true.

Sworn to by William Walke
before me, and subscribed by him in my presence
this day of January 1856.

William Walke plaintiff
against
Henry A Walke, Susan L Walke
Wm Walke Jr, Jane L Walke,
Isaac E Walke, Cornelius E Walke,
Arthur E Walke, James Walke,
Frances Walke, Mary Walke &
Anthony Walke Sen.

Issue a summons for the newly
made defendants: James Walke,
Frances Walke, Mary Walke
and Anthony Walke Sen.

Stanton & Allison & Robinson
Attys for Pltf.

January 5th 1856

for all his children at his death. That said deed has never yet been delivered to the grantees, or to either of them, but remained in the possession of plaintiff until a few months past, when it was clandestinely obtained by the defendant Henry A Walke, or has been lost. That if the said Henry A Walke, or any other person has possession of said deed, such possession was obtained and is held, improperly and unlawfully, and without the consent of the plaintiff, or his father. That since the defendant Henry A Walke has arrived at the age of majority, he has claimed & now claims the right to the use of the one seventh part of said farm, and the immediate possession thereof, and has filed his petition for partition in this Court, for the partition of said farm, where the same is now pending. That the defendants who are grantees in said deed, and who alone are parties to said proceedings in partition, have no right to the use or possession of said farm or any part thereof, or to a partition thereof, during the plaintiffs life time; and if they have any present claim or interest, they are but trustees for the plaintiff and his three children born since the execution of said conveyance; and hold said farm in trust for plaintiff during his life, and for his children generally at his death. That plaintiff always supposed until within a few months past, that his life estate in said farm was fully understood & admitted by all the defendants who are old enough to have any knowledge upon the subject.

The plaintiff therefore asks judgment, that said conveyance may be properly corrected, so as to express the intention of the the grantor, and the plaintiff. That

William Walke, Jr. Jane M Walke, Isaac E Walke Cornelius E Walk & Arthur E Walke, who were the plaintiffs children then born, and reside in Union County, Ohio. The said William, Isaac E, Cornelius E, and Arthur E Walke are minors. That since said deed was executed there have been born three other children, the lawful issue of plaintiff, who are all minors, residing in said County of Union, to wit. James Walke, Frances Walke, and Mary Walke who with their Grand father, the said Anthony Walk are now made defendants hereto.

That by mistake the said deed was executed to the grantees as a deed in fee simple, without expressing the intended trust. That no good or valuable consideration of any kind, was paid or agreed to be paid by the grantees to the grantor for said real estate. That said deed was delivered by said Anthony Walk to the plaintiff, who, to guard against loss or destruction, and without the request, or consent of either of the grantees, had the same recorded: the grantees then being all minors. That every thing that was done, by both the plaintiff and the said Anthony Walke, in the execution, delivery to plaintiff, and the record of said deed was done solely at the request and direction of the plaintiff, and for his own benefit alone, during his natural life, and with the intent of giving it to all his children after his decease. That in receiving said deed the plaintiff did not act as the Guardian, or trustee for the grantees, but solely for himself, with the intent to secure to himself a life estate, and hold said deed to be delivered to the grantees in trust

as his own. that plaintiff might have said land as his own; and that he, said Anthony Walke would convey the same to him at some future time, in fee simple. that the plaintiff then and there agreed to said proposition, and accordingly with the consent and approbation of his said father took immediate possession of said premises, and has continued to occupy said premises unto the present time. and has made large, lasting and valuable improvements thereon. That owing partly to the intimacy and confidence existing between plaintiff and his father, and partly to pecuniary embarrassments of the plaintiff, with his consent, no conveyance was made by his father of said premises up to September 1845. when the said Anthony Walke, in view of old age and infirmity proposed to execute a deed for said land, either to the plaintiff or to his children, as the plaintiff might direct. That afterwards it was arranged and agreed upon, between plaintiff and his father, that the conveyance should be made to the children of the plaintiff then born, in such manner, that the plaintiff should have the free use of said land during his lifetime uncontrolled by any of his children, and in fee to all of his children, born or unborn at his death. That the plaintiff should receive the deed and hold possession of the same during his life, to be delivered at his death, to the grantees in trust for all the children of plaintiff. That in accordance with said agreement, and with intent to effect the same, a deed was executed in September 1847 by said Anthony Walke, who resides in Ross County Ohio. to the defendants Henry A Walke, Susan V Walke,

William Walke, plaintiff
against
Henry A Walke,
Susan V Walke,
William Walke Jr.
Jane M Walke
Isaac E Walke
Lorenzo C Walke &
Arthur C Walk, original
defendants, and
James Walke
Frances Walke
Mary Walke &
Anthony Walke Sen
defendants by amendment

Court of Common Pleas,
Union County, Ohio.

Amended Petition

The plaintiff William Walke now again comes and by leave of Court amends his original Petition herein, and says, that about twenty one years before the commencement of this suit, the defendant Anthony Walke Sen, who is the father of the plaintiff, was in affluent circumstances, and the owner in fee simple of the following real estate, to wit, situate in Union County, Ohio, being part of Virginia Military Survey No 3 and bounded and described as follows Beginning at a black oak and a forked white oak lower back corner to Sullivant & Ramys entry No 4,377, thence with the back line N. 83 W. 165 poles crossing a branch at 28 poles to two bur oaks in a prairie, thence S. 44 W. 189 poles to two bur oaks in a prairie thence S. 24. W. 7 poles to two bur oaks in the edge of a prairie, in the line of Alexander Reeds survey No. 7407, thence with said line S. 63. E. 84 poles to two bur oaks easterly corner to said Reeds survey thence with another of his lines, S. 25. W 58 poles to a stake in a prairie another of Reeds corners, thence N. 65. W. 12½ poles to a bur oak, another of his corners, thence with another of Reeds lines S. 25 W. 68 poles crossing a small branch to a stake in a prairie, corner to Reeds said survey in the line of David Comers survey No. 7406, thence with said line S. 65. E. 44 poles, crossing a branch to three Bur oaks, two of them from one root in said line, thence N. 30. E. 141 poles to a bur oak in the edge of a prairie, thence N. 42. E. 304 poles to the beginning containing 282 acres excepting 20 acres thereof sold to John Stokes.

Also another tract described as follows, Beginning at two bur oaks in a prairie northerly corner to survey No 7770, and 78 36 of 284 acres sold by Walker Turner to Alexander Reed, thence N. 83. W. 113 poles to two hickories from one root corner to Anthony Walk's survey of 3 337 acres of land, thence S. 24. W. 236 poles to a pack oak thence S. 65. E. 50 poles to two bur oaks in the edge of a prairie thence N. 24. E. 76 poles to two bur oaks in a prairie thence N. 44. E. 187 poles to the beginning, containing 95 acres adjoining the above described tract of land of 284 acres, and the whole constituting the Walk farm

That the said Anthony Walke, in consideration of the natural love and affection which he bore towards the plaintiff, and by way of advancement, proposed to the plaintiff that if he would go upon said premises, and occupy and improve the same

William Walke, plaintiff
against
Henry A Walke,
Susan V Walke,
William Walke Jr.
Jane M Walke
Isaac E Walke
Lorenlinzo C Walke &
Arthur C Walk, original
defendants. and
James Walke
Frances Walke
Mary Walke &
Anthony Walke Sen
defendants by amendment

Court of Common Pleas.
Union County, Ohio.

Amended Petition

The plaintiff William Walke now again comes and by leave of Court amends his original Petition herein, and says, that about twenty one years before the commencement of this suit, the defendant Anthony Walke Sen. who is the father of the plaintiff, was in affluent circumstances, and the owner in fee simple of the following real estate, to wit. situate in Union County, Ohio, being part of Virginia Military Survey No 73 and bounded and described as follows Beginning at a black oak and a forked white oak lower back corner to Sullivant & Tamys Entry No 4,377, thence with this back line N. 83 W. 165 poles crossing a branch at 28 poles to two bur oaks in a prairie, thence S. 44 W. 189 poles to two bur oaks in a prairie thence S. 24. W. 7 poles to two bur oaks in the edge of a prairie, in the line of Alexander Reeds survey No. 7407, thence with said line S. 63. E. 84 poles to two bur oaks easterly corner to said Reeds survey thence with another of his lines, S. 25. W 58 poles to a stake in a prairie another of Reeds corners, thence N. 65. W. 12½ poles to a bur oak, another of his corners, thence with another of Reeds lines S. 25 W. 68 poles crossing a small branch to a stake in a prairie, corner to Reeds said survey in the line of David Comers survey No. 7406, thence with said line S. 65. E. 44 poles, crossing a branch to three Bur oaks, two of them from one root in said line, thence N. 30. E. 141 poles to a bur oak in the edge of a prairie, thence N. 42. E. 304 poles to the beginning containing 282 acres excepting 20 acres therefrom sold to John Stokes

Also another tract described as follows, Beginning at two bur oaks in a prairie northerly corner to survey No 7170, and 78 36 & 284 acres sold by Walter Brown to Alexander Reed, thence N. 83. W. 113 poles to two hickories from one root corner to Anthony Walk's survey of 3 337 acres of land, thence S. 24. W. 236 poles to a pack oak thence S. 65. E. 50 poles to two bur oaks in the edge of a prairie thence N. 24. E. 76 poles to two bur oaks in a prairie thence N. 44. E. 187 poles to the beginning, containing 95 acres adjoining the above described tract of land of 284 acres, and the whole constituting the Walk farm

That the said Anthony Walke, in consideration of the natural love and affection which he bore towards the plaintiff, and by way of advancement, proposed to the plaintiff that if he would go upon said premises, and occupy and improve the same

Received this writ November 27th 1859 No goods or chattles found. January 25th 1860 I levied on the following described real estate situate in Union Township Union County Ohio. being 365 acres of land conveyed by Anthony Walke & wife to the heirs of Mrs Walke by deed bearing date September 16th 1847 Recorded in Book 11 Pages 105 & 106 of the records of deeds in the Recorders office of Union county. to which reference may be had for a more particular description of said land

Said land was not appraised or advertised or advertised for want of time

Fees Service $1.35
Levy .35
Mileage .30
Return .10
$2.70

Abraham Wiley, Sheriff

F. B. 456

UNION COMMON PLEAS.

Wm Walke Ex.

vs.

Henry A. Walke Exr.

Fi. Fa. Lev. Fa. for costs.

Plaintiff's Cost. $

Defendant's Cost, $ 6.04

This Writ 70

Needed

To _____ A. D. 18

_____ Att'y.

Returned and Filed 4th M A. D.

1860 John Sandell Clerk.

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, in a certain action of _____ lately prosecuted in our Court of Common Pleas within and for the said County of Union, wherein William Walke Sen, was

plaintiff, and Henry A. Walke Susan V. Walke William Walke Jun, Jane M. Walke Isaac E. Walke Cornelius E. Walke, Arthur E. Walke Frances Walke & Mary Walke

defendant, the costs of said Defendants were taxed at Six dollars, and four cents.

YOU ARE THEREFORE COMMANDED, that of the goods and chattels, or for want of goods and chattels; of the lands and tenements of the said Henry A Walke & others

in your county, you cause to be made the cost aforesaid, and costs that may accrue. And of this writ make due return in sixty days; hereof fail not at your peril, and have you then there this writ.

Witness my hand and Seal of the said Court, at Marysville this 28 day of November A. D. 1859

Taber Randall Clerk,

of the Court of Common Pleas, Union County.

Received this writ November 27th 1857 No goods or chattels lands or tenements found within mentioned to levy

Fee. Serviceing 35
Mileage 30
Return 10
7.5

Abraham Wiley Sheriff

D. B. 456

UNION COMMON PLEAS.

Wm Walker Sen,

vs.

Henry A Walker et al

Fi. Fa. Lev. Fa. for costs.

Plaintiff's Cost. $ 6.04

Defendant's Cost, $

This Writ 70

Recorded

To _____ A. D. 18

_____ Att'y.

Returned and Filed Feb. 10 A. D. 1858

Lafon Ronald Clerk.

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, in a certain action of _____ lately prosecuted in our Court of Common Pleas within and for the said County of Union, wherein William Walke Sen,

plaintiff, and Henry A. Walke, Susan V. Walke, William Walke Jun, Sam M. Walke, Isaac E. Walke Cornelius C. Walke, Arthur C. Walke James Walke & Mary Walke

defendant, the costs of said Plaintiff William Walke Sen, were taxed at Six dollars, and four cents.

YOU ARE THEREFORE COMMANDED, that of the goods and chattels, or for want of goods and chattels; of the lands and tenements of the said William Walke Sen,

in your county, you cause to be made the cost aforesaid, and costs that may accrue. And of this writ make due return in sixty days; hereof fail not at your peril, and have you then there this writ.

Witness my hand and Seal of the said Court, at Marysville this 28th day of November A. D. 1859

Taber Randall Clerk,

of the Court of Common Pleas, Union County.

2

Writ Walk

vs

Henry A. Walk and others

Filed August 20th 1855

John Randolph Clerk

Robinson & Slaton

Atty for Plff

Received this writ August 14th 1855 and served the same August 16th 1855 by leaving a certified copy of this writ at the residence of each of the following named defendants, to wit Henry A Walk, Wm Walk Jr Jane M. Walk, Isaac E. Walk, Cornelius C. Walk & Arthur C. Walk. Susan V. Walk is not found in this county

Fees Service	$1.55
6 copies	1.50
Mileage	35
Return	10
	$3.50

William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Henry A. Walk, Susan V. Walk, Wm. Walk, Jane M. Walk, Isaac E. Walk, Emeline E. Walk & Arthur G. Walk that they have been sued by William Walk in the Court of Common Pleas of Union County, and that unless he answer by the fifteenth day of September A. D. 1855 the petition of the said William Walk against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 27th day of August A. D. 1855.

Witness my hand, and the seal of said court this 14th day of August A. D. 1855.

Faber Randall

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0096

No. 55-CU-96

Union Common Pleas Court.

Providence Hynes
Plaintiff,

AGAINST

Edward Powers et al
Defendant.

JUN TERM. 1856

DECREE FOR PLAINTIF

Journal 6 Page 58

Record No. 7 Page 438

Ex. Doc. B Page 218

Law

Providence Ss
vs
Edward Powers et al,

Pet. for Dower

D. 6 p 46

D. 13 218

for Record

Recorded in
book 7 p 438

Issue summons for the defendants named in the within petition to wit. Edward Powers, Polly Ann Powers. Wm McClary. Eliza McClary. Thomas Stillings, Solemn Stillings. Elizabeth Dynes. Wm Dynes. Nancy Dynes. P B Cole: Philip Smith James McClary Wm Stillings. Edward Stillings. Lewis Stillings. Annetta Powers. Chambers Powers. Providence Powers and Frances Powers. and make the return at the first day of next term

J M Robinson
Pltffs Atty

To the Clerk of
Mun Common Pleas
Aug 16th 1855

Providence Dynes
vs
Edward Powers et al

Petition for Dower

Filed August 16th 1855
Valentine Standale Clerk

No 1

Robinson for Pet.

To the Court of Common Pleas of Union County in the state of Ohio

Your petitioner Prondence Dynes of said County of Union was married to James C Dynes in the year and continued to live and cohabit with him until the time of his decease in the year AD 1854 in said County

That said James C Dynes died seized in fee simple of a large amount of real Estate situate in said County of Union in the state of Ohio described as follows to wit.

1st All that part of survey No. 3354. lying between the free Turnpike road from Marysville to Bellefontaine by Newton & the Marysville & Bellefontaine road by way of Middleburg containing about forty acres

2d That part of survey No. 2983 known as the David Reed farm described as follows to wit, Beginning at a sugar, ash, and hickory North East corner of land owned by William Huff thence N 37½ E. 84 poles to two hickories & Buckeye, thence S. 37 E. 210 poles to an Elm Sassafras & oak, thence S. 37 W. 84 poles to a sugar & Elm and Frenwood and corner to Huff's land, thence N. 37 W. 210 poles to the beginning being lot 4. of the subdivision of the survey containing about one hundred & fourteen & three fourth acres

3d All that part of Out Lot No. 6 in the Town of Marysville which was conveyed by Rodney Picket to said James C Dynes by deed dated December 5 AD 1850 & now in possession of the petitioner containing about one & one fourth acres

4th All that part of survey No 5138 bounded as follows, On the East by Millcreek, on the South by Andrew Aurine's land, on the West by Zephaniah Reed's land and on the North by land owned by James Draper & Joshua Marshall

containing two hundred acres more or less

5th All that part of survey No. 5138 lying east of Mill creek containing upwards of five hundred acres the whole survey described in the deed of James Galloway to James C Bynes dated April 18th 1837 recorded in Book C. page 8 of Mercer County record of deeds

6th That part of survey No 2983 described as follows to wit Beginning at a stake in Buck run thence up the run with the meanders thereof N. 66 W 14 poles. N 85 W. 10 poles N. 64 W. 20 poles. N. 25 po W. 18 poles. N. 65 W. 8 poles. S. 80 W. 14 poles to a stake in the centre of the run and South West Corner of forty acres of land conveyed to John P Reed by Nathan McWilliams. thence N. 53. E. 183 poles to two Sugar trees one dog wood in the line of said lot thence S. 37. E. 67½ poles to two Iron wood in the survey line thence with said line S. 53 W 134 poles to the beginning containing sixty acres more or less

7th That part of survey No 2983 described as follows beginning at two hickories. in the South West Corner of John Reeds land thence with his line N. 53. E. 172 poles to two hickories and Elm South East Corner to said Reed. thence S. 37. E. 37 poles to two Sugars & dog wood thence S. 53. W 167 poles to a stake in the centre of Buck run thence up the run with the meanders thereof to the beginning containing about forty acres

8th That part of survey No. being forty three & seven Eighths of land assigned to said James C Bynes by the court of Common Pleas upon proceedings in partition between him and Thomas Stilings as per Record of said court in said county in Book C page 362 described as follows. beginning at

the S. W. corner of Thomas Stillings at two ashes and hickory, thence S. 45 W. 68 poles to a stake, thence S 53. E. 102 poles, thence N. 53½ E 69 poles to Stillings lot thence N. 53. W 101 poles to the begining

9th That part of survey No 5506 being lot No. 13. of the subdivision of said survey described as follows Begining at three beeches, thence N. 80. E. 160 poles to two ashes & Sugar, thence S. 10 E. 100 poles to beech hickory & Ironwood, thence S. 80. W. 160 poles to three Elms, thence N. 10. W. 100 poles, containing one hundred acres more or less

10th Also that part of survey No 5506 described as follows to wit: Beginning at two ashes & Lynn at the corner of land sold by John B Beard to the assignee of John M. & Jonathan Brooks, thence S. 80. W. 160 poles to three beeches and corner to lot sold to John Sovereign, thence N. 10 W. 100 poles to two white ashes thence N. 80. E. 160 poles to a cherry, beach and Lynn thence S. 14. E. 100 poles to the begining containing one hundred acres more or less

11th Also that part of survey No 5506 described as follows, begining at ~~two oaks and~~ beeches, in the south west corner to a tract of One hundred acres conveyed to D D Welsh, thence N. 9° 20' W. 117 poles to a beech, thence N. 80. E. 68 poles and 9 links to a small Lynn, ash, & dogwood, thence S. 9° 20' E. 117 poles to a stake, thence S. 80° 22' W 68 poles & 9 links to the begining, containing fifty acres more or less

12th That part of survey No 2983, Beginning at a stake in James Stillings line in the centre of Buck Run, thence down the run S. 10 W 15 poles, S 81. E. 32 poles S. 21. E. 6 poles, S 79° E 26 poles, S. 34. E. 16 poles, S. 67 E. 20 poles S. 10. W. 8 poles, S. 43. E. 9 poles to two hickories buckeye & water beech in the line of land once owned by N. McWilliams, thence with his line

N. 53. 20. E 132½ poles to two Sugars, thence N. 37 W 107 poles to a sugar, Elm, and buckeye in said Stillings line, thence with his line S. 53. 20' E 163 poles to the beginning containing one hundred acres more or less

13th That part of survey No. 2983 described as follows beginning at a stake S. W. corner to land formerly owned by John Reed thence N 53. E. 196 poles to a stake in the back line of said survey, thence with said survey line N. 34. W. 107 poles to a stake thence S. 53. W. 201 poles passing David Reeds corner and with his line to a stake in the N. E. corner of said John Reeds land thence with his line S. 37. E. 107 poles to the begining Excepting therefrom thirty acres sold off the North End thereof to Barge Myers, containing ninety nine acres more or less

14th That Lot lying a short distance south of Maysville on the London road known as Lot No 9 of the subdivision of survey by the Adm. of Joshua Mathews dec containing Nine & one half acres, being Out Lot No. 9 south of Maysville.

15th That part of Out Lot No 6 in said Town on Centre street described as follows to wit: Beginning at the N. W. corner of said out Lot thence South with the line of said lot 10 poles to a stake thence E. 4 poles to a stake thence N. 10 poles to a stake in the edge of Centre street, thence with said street to the begining containing one fourth of an acre.

16th That part of survey No. 3351 described as follows beginning at 2 small dogwoods S. E. corner of 50 acres sold to Catharine Ritchie thence with her line N. to a stake 4 poles

South of the Original North line of the survey thence west to the centre of Mill creek thence down the creek to said North line about 45 poles to two Lynns. the North East corner of the survey. thence S. 11 E. 194 poles to a stake in the Delaware road. thence S. 64. W. 68 poles to the begining corner containing fifty four & three fourth acres more or less

17th That part of survey No. 4066 begining at a stake in the centre of the road leading from Sunrise Mill to Milford in the south line of the survey witness a black ash. thence with the survey line N 81. E. 146 poles to a stake in the centre of Mill-Creek thence up the creek with the meanders N. 60. W. 28 poles thence N 20. W 12 poles. N 51. W. 66 poles S. 26. W. 50 poles to a stake & stones. thence S. 70 W 29 poles to the centre of said road. thence with said road S. 80. W. 33 poles to the begining containing 33 3/4 acres more or less

18th That part of survey No 1913 described as follows begining at a stake in the S. East Corner of the survey thence with the south line S. 80° 15' W 115 poles to a dogwood. thence N 30 W 62 poles to a stake in the S west corner of Thos Beughlers S. west corner thence with said Beughlers line 114 poles to a stake S. East corner of said Beughlers land thence with his line N. 8°. 45' W 154 poles to the N. East corner of said Beughlers land thence N. 10 W 60 poles to a stake. thence N. 80° 15' E 42 poles to a stake in the east line of said survey thence with said line S. 8°. 45' E. 238 poles to the begining Containing 114 acres more or less except that part thereof lying East of the lane leading to the house of said Beughler leaving about thirty seven acres called the Yost farm of which

said James C Dynes. died seized =

That since the death of said James C Dines the petitioner has released to James W Evans. Edward powers. and A. S Johnson her dower interest in that part of the land above described which they purchased of the Executors of said James C Dines at public vendue

That said James C Dynes prior to his decease executed his. last Will. which has been since his decease duly admitted to probate in said county. by which will the land above numbered as 1st 2d & 3d was devised to your petitioner during life; the lots numbered 4th & 5th was devised to Polly Ann Powers who is intermarried with Edward Powers. during her life & at her death to her lawful children! The lot numbered 5th is devised one half to Eliza McLary who is intermarried with William McClary to hold during her life & at her death to her lawful children. and the remaining half of 5th is devised to Nancy Dynes to hold during her life & at her death to her heirs! The lots numbered 6th. 7th and 8th are devised to Somelia Stillings. who is intermarried with Thomas Stillings. to hold during her life time and at her death to her heirs.; The lots numbered 9th 10th and 11th are devised to Elizabeth Dynes to hold during her life time & at her death to her heirs The lots numbered 12th 13th and fourteenth are devised to Wm Dynes to hold during his life time and then to his heirs; The lot numbered 15th was devised to James McClary who is an infant under fourteen years of age = The lot numbered 16th is devised to P B Cole. Philip Snider and

Thomas Stillings who were appointed and qualified as Executors of said Will, in trust for said Polly Ann Powers during life & at her death it is devised in fee simple to her children Annetta, Providence, Chambers, and Frances Powers; the Yost Farm numbered 18th is devised to Paid Eliza McFare during life & at her death to her heirs.

The petitioner who is the widow of said decedent James C Dynes never elected to take under said Will, and claims her dower in all of said real Estate to which she is entitled by law The above named, Edward Powers Polly Ann Powers, Annetta Powers, Providence Powers, Chambers Powers, and Frances Powers Thomas Stillings, & Somelia Stillings & their Children, William Stillings, Lewis Stillings and Edward Stillings, William McClary & his wife Eliza McClary & their child James McClary, Nancy Dynes, Elizabeth Dynes & William Dynes, are the persons having the next estate of inheritance; and they in connection with P B Cole & Philip Snider said Executors by said Will are sole devisees of said real Estate

Your petitioner respectfully represents that she is is entitled to the one third of all ~~of~~ of said real Estate during her life time as her dower in the same and therefore asks that her dower be assigned her therein according to law — Providence Dynes

By James N Robinson
Her Atty

Received this writ August 16th 1835 and served the same September 15th A.D. 1835 by leaving a certified copy of this writ for each of the within named defendants at their respective places of residence

Fees. Service $3.95
Mileage .40
19 copies 4.75
Return .10
$ 9.20

William H. Roff Sheriff

Filed Sept. 14th 1835
Leber Randall Clerk

No 2
After this comes a Joint Entry

Matthew Lyons
vs
Edward Bourne, Etal

Writ for Attorney

The State of Ohio Union County ss

To the Sheriff of the County of Union Greeting

We command you to summon Edward Powers Polly Ann Powers Wm McCleary Eliza McCleary Thomas Stillings Solema Stillings Elizabeth Dynes. Wm Dynes. Nancy Dynes. P. B. Cole, Philip Snider James McCleary Wm Stillings. Edward Stillings Lewis Stillings. Annetta Powers. Chambers Powers. Providence Powers and Frances Powers if they be found in your Bailiwick to be and appear before the Court of Common Pleas of said County of Union at the Court House in Marysville on the first day of the next term thereof to answer unto a Petition for Dower exhibited against them by Providence Dynes. and this they shall in no wise omit under the penalty of One thousand dollars, and have you then there this writ

Witness Zaber Randall Clerk of said Court at Marysville the 16th day of August A.D. 1855

Zaber Randall Clerk of Com. Pleas

Lots No 1st and 3d of which the complainant has had the use. Making $89.50 65.25 to be paid to her in money.

Witness our hands and seals this 26th day of April 1856

A. W. Wilkins (Seal)
G. A. Cassil. (Seal)
J. J. Marshall (Seal)

Plaintiff's Exhibit
vs
Eleanor Powers et al
Order and Adjudgement of Divorce

Filed April 30th 1856
Salem Randall Clerk

No. 4th
The first Journal Entry
hereof 3d

The State of Ohio Union County ss

We the Undersigned Johna Marshall, A. J. Wilkins and C. A. Cassil do assign and set off to Providence Dynes as a part of her dower in said order described, so much of the same as is known and described in said petition and the within order as Lots or parcels No. 1st 2d and 3d, and we are of the opinion that no division of the within premises can be made by metes and bounds, for the ballance of said Complainants dower and do assign to her the ballance of her dower in the said premises specially, as of a third part of the rents, issues and profits of the within named premises, after deducting from the third of the rents and profits of said Lots or parcels known as 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th & 16th, the two thirds of the rents & profits of said lots No 1st, 2d & 3d as numbered in said order, as follows, to wit, we assign specially upon said Lot 4th $25.80, on said Lot 16th $5.16 on said Lots 6th, 7th & 8th $15.48, on the part of said Lot 5th willed to the wife of Wm McClary $20.64, and the part of said Lot 5th willed to Nancy Dynes $8.77, on lots No 9th, 10th & 11th $24.76, on Lots No 12th, 13th & 14th $33.02, and on Lot 15th $1.03, causing each of said lots to bear their equal burden of the said ballance of said dower according to the value of the rents & profit of each after deducting the necessary expenses, such as taxes & repairs, the above sums of money to be paid yearly during the life of said Providence Dynes. And we do estimate the rents and profits of each of said lots or parcels from the 16th day of August 1855 to this 25th day of April 1856 as follows to wit, upon said Lot No 1st $2.6¼ on said Lots No 4th ~~$1.25~~ $12.50 on said Lots No 16th ~~$2.50~~ on said Lots No 6th 7th & 8th $7.50 on the part of Lot No 5 willed to the wife of Wm McClary $10.00 on the part of Lot No 5th willed to Nancy Dynes $4.25 on Lots No 9th 10th & 11th $12.00 on Lots No 12th 13th & 14th $16.00 and on Lot No 15th $.50 giving proper deduction for the rents and profits of said

Providence Dynes
vs
Edward Powers &
others

Writ of Dower

Robinson Atty for Plff

The State of Ohio
Union County ss

To the Sheriff of Union County Greeting
You are hereby commanded that without delay by the oaths of three judicious disinterested men of the vicinity who are not of kin to either of the parties interested you cause to be set off and assigned to Providence Dynes of Union County widow of James C. Dynes late of said County deceased one full equal third part of the following real estate situat in said Union County to wit,
1st All that part of Survey No 3354 lying between the free turnpike road from Marysville to Bellefontain by Newton & the Marysville & Bellefontaine road by way of Middleburg containing about forty acres 2d That part of Survey No. 2983 known as the David Reed farm described as follows to wit, beginning at a sugar ash & hickory South east corner of land owned by William Huff thence N 37 W 84 poles to two hickories & hickory thence S 37 E. 210 poles to an Elm ironwood & Oak thence S 37 W 84 poles to a sugar Elm & Ironwood and corner to Huffs land thence N 37 W 210 poles to the beginning, being lot 4 of the Subdivision of the Survey, containing about one hundred & fourteen acres 3d All that part of Out Lot No. 6 in the Town of Marysville which was conveyed by Rodney Pickett to said James C. Dynes by deed dated December 5th A.D. 1850 & now in the possession of the Petitioner
4th All that part of Survey No. 5138 bounded as follows on the East by Millcreek on the South by Andrew Amrines land on the west by Zephaniah Reed's land and on the North by land owned by James Draper & Joshua Marshall containing two hundred acres more or less

5th All that part of Survey No 5138 lying East of Mill creek, containing upwards of five hundred acres the whole Survey described in the Deed of James Galloway to James C. Dynes dated April 18th A.D. 1837 recorded in Book C. page 8 of Union County record of Deeds

6th That part of Survey No. 2983 described as follows to wit, beginning at a stake in Buck run thence up the run the meanders thereof N 66 W 14 poles N 85 W 10 poles N 64 W 20 poles N 25 poles W. 18 poles N 65 W 8 p. S 80 W 14 poles to a stake in the center of the and Southwest corner of forty acres of land conveyed to John P. Reed by Nathan McWilliams thence N 53 E. 183 poles to two sugar trees & dogwood in the line of said lot thence S 37 E. 67 p. poles to two ironwoods in the Survey line thence with said line S 53 W 134 poles to the beginning containing sixty acres more or less

7th That part of Survey No 2983 described as follows beginning at two hickories in the Southwest corner of John Reeds land thence with his line N 53 E 172 poles to two hickories and Elm Southeast corner to said Reed thence S 37 E 37 poles to two sugars & dogwood thence S 53 W 167 poles to a stake in the center of Buckrun, thence up the run with the meanders thereof to the beginning containing about forty acres.

8th That part of Survey No. being forty three & seven eighths of land assigned to said James C. Dynes by the Court of Common Pleas upon proceedings in partition between him and Thos Stillings as per record of said Court in said County in book C. page 362 described as follows beginning at S.W. corner of Thos Stilling at two ashes & hickory thence S 45 W. 68 poles to a stake thence S 53 E 102 poles thence N 53 1/2 E 69 poles to Stillings lot thence N 53 W 101 poles to the beginning

9th That part of Survey No 5506 being lot No 13 of the Subdivision of said Survey described as follows beginning at three beeches thence N 80 E. 160 poles to two ashes & sugar thence S 10 E. 100 poles to a beech hickory & Ironwood thence S 80 W 160 poles to three Elms thence N 10 W 100 poles, containing one hundred acres more or less.

10th Also that part of Survey No 5506 described as follows to wit, Beginning at two ashes & Lynn at the corner of land sold by John B. Beard to the assignee of John M. & Jonathan Brooks thence S 80 W 160 poles to three beeches and corner to lot sold to John Sovereign thence N 10 W 100 poles to two white ashes thence N 80 E. 160 poles to a Cherry beech & Lynn thence S 14 E 100 poles to the beginning containing one hundred acres more or less

11th Also that part of Survey No 5506 described as follows beginning at two Oaks & beeches in the South west corner to a tract of one hundred acres conveyed to D. D. Welsh thence N 9° 20' W 117 poles to a beech thence N 80 E. 68 poles & 9 links to a small Lynn ash & Dogwood thence S 9° 20' E. 117 poles to a stake thence S 80° 22' W 68 poles & 9 links to the beginning containing fifty acres more or less.

12th That part of Survey No 2983. Beginning at a stake in James Stillings line in the center of Buckrun thence down the run S 10 W 15 poles S 81 E 32 poles S 21 E 6 poles S 79 E 26 poles S 34 E 16 poles S 67 E 20 poles S 10 W 8 poles S 43 E 9 poles to two hickories buckeye & water beech in the line of land one owned by N. McWilliams thence with his line N 53° 20' E 132½ poles to two sugars thence N 37 W 107 poles to a sugar Elm & buckeye in said Stillings line ~~then~~ S 53° 20 E 163 poles to the beginning containing one hundred acres more or less

13th That part of Survey No. 2983 described as follows beginning at a stake S.W. corner to land formerly owned by John Reed thence N 53 E, 196 poles to a stake in the back line of said Survey thence with said Survey line N 34 W 107 poles to a stake thence S 53 W 201 poles passing David Reed's corner and with his line to a stake in the N.E. corner of said John Reed's land thence with his line S 37° E 107 poles to the beginning excepting therefrom thirty acres sold off the north end thereof ~~the~~ to Barry Myers, containing ninety nine acres more or less.

14th That lot lying a short distance South of Marysville on the London road known as lot No. 9 of the subdivision of Survey, by the Admrs of Joshua Mathiott decd, containing Nine & one half acres being out lot No. 9 South of Marysville.

15th That part of Out Lot No. 6 in said Town on Center Street described as follows to wit beginning at the northwest corner of said Out Lot thence South with the line of said lot ten poles to a stake thence East four poles to a stake thence north ten poles to a stake in the edge of Center Street thence with said Street to the beginning containing one fourth of an acre.

16th That part of Survey No 3351 described as follows beginning at two small dogwoods S.E. corner of fifty acres sold to Katharine Richey thence with her line N. to a stake 4 poles South of the original north line of the Survey thence W to the center of Mill creek thence down the creek to the said north line about 45 poles to two Lynns the northeast corner of the Survey thence S 10 E 194 poles to a stake in the Delaware road thence S 64 W 68 poles to the beginning corner containing fifty four & three fourth acres more or less

17th That part of Survey No. 4066 beginning at a stake in the center of the road leading from Amoine's Mill to Milford in the South line of the Survey ~~th~~ witness a black ash thence with the Survey line N 81 E 146 poles to a stake in the center of Millcreek thence up the Creek with the meanders N 60 W 28 poles thence N 20 W 12 poles N 51 W 66 poles S 26 W 20 poles to a stake & stones thence S 70 W 29 poles to the center of said road thence with said road S 80 W 33 poles to the beginning containing thirty three & three fourth acres more or less,

18th That part of Survey No 1913 described as follows beginning at a stake in the S. E. corner of the Survey thence with the South line S 80° 15' W 115 poles to a dogwood thence N 30 W 62 poles to a stake in S. W. corner of ~~John~~ Tobias Beighlers S. W. corner thence with said Beighlers line 114 poles to a stake S. E. corner of said Beighlers land thence with his line N 8° 45' W 154 poles to N. E. corner of said Beightles land thence N. 10 W 60 poles to a stake thence N 80° 15' E 42 poles to a stake in the east line of said Survey, thence with said line S 8° 45" E 228 poles to the beginning containing 114 acres more or less except that part thereof lying east of the lane leading to the house of said Beightler leaving about thirty seven acres called the Yost farm of which said James E. Dynes died seized

In pursuance of an order lately made in the Court of Common Pleas within & for the County of Union aforesaid in a certain petition for Dower wherein the said Providence Dynes was Plaintiff and Edward Powers Et als defendants and that your proceedings in the premises you certify under your hand to the said Court of Common Pleas on the first day of the

next term thereof, and have you then there this writ
Witness my hand and the Seal of
said Court of Common Pleas at
the Court House in Marysville on
this 15th day of April A.D. 1856

Faber Randall Clerk

I have executed the within writ by the oaths of Joshua Marshall, A F Wilkins & G A Cassil three judicious and disinterested men of the vicinity not of kin to either of the parties interested and I return herewith, hereto annexed the assignment of dower to the said complainant and appraisment of the dower as within I am commanded this 25th day of April 1856 William H. Robb Sheriff

Fees

G A Cassil 4 days & four days		$ 8.00
Joshua Marshall 4 days & four days		$ 8.00
A F Wilkins four days & making report & swearing same		$ 13.50
		29.50
Wm H Robb fees		
Service	$1.00	
Mileage	.50	
Return	.25	
	$1.75	

D. B. 218

Providence Dynes
vs
Edward Powers &
Others

Deft's costs $34.48
this writ 70
Filed March 31st 1857
Jabez Randall Clerk

Robinson for Pltff.

Recorded

Received this writ January 28th A.D. 1857 and received of William McClary five dollars & fifty five cents that being his share of costs I also received of R. B. Cole thirty four dollars & seventy cents that being the amount of costs due from Providence Dynes, Thomas Stillings, William Dynes and Nancy Dynes. Received of Philip Snider (one of the executors in trust for the children of Edward Powers) two dollars and seventy eight cents as their share of costs. The share of Elizabeth Dynes has been paid to Jabez Randall. The share of Edward Powers has not been Paid but will be forthcoming on the 7th day of April

Fees. $2.18
Retained my fee William H. Robb Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Greeting,

Whereas in a certain action for Dower lately prosecuted in our Court of Common Pleas within & for said County wherein ~~Dynes~~ Providence Dynes is Plaintiff & Edward Powers & his wife Polly Ann Powers, William McClary & his wife Eliza McClary, Thomas Stillings & his wife Somelia Stillings, Elizabeth Dynes since Elizabeth Turner, William Dynes, Nancy Dynes, & the Executors in trust for the Children of Edward Powers Defendants, the costs of said case amounting to $51,72 were taxed as follows, One third thereof to be paid by the Plaintiff and two thirds thereof being $34,48 to be paid by said defendants, & Judgment rendered accordingly, and to be paid in the following proportions to wit, Edward Powers & his wife Polly Ann Powers two thirteenths, Wm McClary & his wife Eliza McClary two thirteenths, Thomas Stillings & his wife Somolia Stillings two thirteenths, Elizabeth Dynes since Elizabeth Turner two thirteenths William Dynes two thirteenths, Nancy Dynes two thirteenths & the Executors in trust for the Children of Edward Powers one thirteenth

You are therefore commanded that of the goods & chattels & for want thereof, of the lands & tenements of the said defendants, you cause to be made said sum of $34,48 costs aforesaid and in proportions as above set forth and all accruing costs. And of this writ make due return in sixty days, hereof fail not and have you then there this writ,

Witness Faber Randall Clerk of said Court at Marysville this 28th January A. D. 1857

Faber Randall Clerk

Civil/Domestic Case File

Case No. 1855-CV-0097

No. SS-CV-97

Union Common Pleas Court

Curtis Kempton
Plaintiff,

against

Hannah Kempton
Defendant.

JAN TERM. 1860

Dismissed

Journal 6 Page 596

Record No. Record. Page

Ex. Doc. 10 Page 42

Curtis Kempton
vs
Hannah Kempton

4

C

J. C. page 596
D. D. page 260

C

Summit Com Pleas

Curtis Rempton

vs

Hannah Rempton

Pet for Divorce

Filed Aug 16th 1855

Jabez Rendall Clerk

Copied & copy forwarded to Deft by mail

Leonard & Portman Attys

To the Court of Common Pleas of Union County and State of Ohio

Your Petitioner Curtis Rempton of the County & State aforesaid respectfully represents, that he has been a resident of the State of Ohio, for more than one year last past, and is now a bona fide resident of said County of Union, that in the month of December 1829 at Franklin County State of Maine he was lawfully married to Hannah Rempton (then Hannah Ellen) his present wife, that they lived together as husband & wife, until about the 11th day of February 1850, when she left and abandoned your petitioner without any just cause or excuse whatever and has ever since refused and neglected to live or cohabit with petitioner as a virtuous wife would do, and has thereby been guilty of wilful absence for more than three years last past. Your petitioner further represents, that said Hannah, on or about the first day of January AD 1853 committed adultery with one Clifford at Kennebec County State of Maine, and said Hannah has on each & every day and night since the 1st of January 1853 been guilty of, and has committed adultery with said Clifford, and has ever since said date, lived & cohabited with said Clifford in a state of adultery, and is still living and cohabiting with said Clifford in a state of adultery, pretending

to be husband and wife. Your petitioner & said Hannah, had as the issue of said marriage one child. By reason of the above mentioned premises, the peace & happiness of petitioner is destroyed.

Your petitioner therefore prays that said Hannah Kempton may be made defendant hereto, that a summons and copy of this petition may issue according to law, that she may answer this petition and each allegation thereof, specifically, and that on the final hearing of this cause the said marriage contract between petitioner and said Hannah may be decreed to be dissolved, and such other relief as may be right and just

Coats & Porter Attys for Pltff

0-42

UNION COMMON PLEAS.

Curtis Hempton

vs.

Hannah Hempton

Fi. Fa. Lev. Fa. for costs.

Plaintiff's Cost. $	16 62
Defendant's Cost, $	0 00
This Writ	70

Recorded

To _____ A. D. 18

_____ Att'y.

Returned and Filed March 26 A. D. 1860

Taba Randall Clerk.

Rec'd this writ on the 24 day of February 1860 and levied on chattels and tenements found within for sale

Fee dollars 35
mileage 80
return 10
$1,25

Abraham Wiley Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, in a certain action of Divorce lately prosecuted in our Court of Common Pleas within and for the said County of Union, wherein Curtis Kempton is

plaintiff, and Hannah

defendant, the costs of said Curtis Kempton were taxed at Sixteen dollars, and Sixty two cents.

YOU ARE THEREFORE COMMANDED, that of the goods and chattels, or for want of goods and chattels; of the lands and tenements of the said Curtis Kempton

in your county, you cause to be made the cost aforesaid, and costs that may accrue. And of this writ make due return in sixty days; hereof fail not at your peril, and have you then there this writ.

Witness my hand and Seal of the said Court, at Marysville this 24th day of February A.D. 1860

Tabor Randall Clerk,

of the Court of Common Pleas, Union County.

D. D. P. 260

UNION COMMON PLEAS.

Curtiz Kempton

vs.

Hannah Kempton

Fi. Fa. Lev. Fa. for costs.

Plaintiff's Cost, $ 16 62

Increase ~~Defendant's~~ Cost, $ 1 95

This Writ 70

Recorded

To _____ A. D. 18

Officer _____ Att'y.

Returned and Filed Nov. 14th A. D. 1860

Tabu Randall Clerk.

Rec'd this writ on the 15th day of September 1860 and levied on chattels and lands of Defendant found within the county.

Levy & service — 35

mileage — 45

return — 10

$1,20

Abraham Wiley Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, in a certain action of Divorce lately prosecuted in our Court of Common Pleas within and for the said County of Union, wherein Curtis Hempton was plaintiff, and Hannah Hempton defendant, the costs of said Curtis Hempton Plff were taxed at Sixteen dollars, and Sixty two cents.

YOU ARE THEREFORE COMMANDED, that of the goods and chattels, or for want of goods and chattels; of the lands and tenements of the said Curtis Hempton in your county, you cause to be made the cost aforesaid, and costs that may accrue. And of this writ make due return in sixty days; hereof fail not at your peril, and have you then there this writ.

Witness my hand and Seal of the said Court, at Marysville this 15th day of September A. D. 1860

Tabor Ronald Clerk,

of the Court of Common Pleas, Union County.

Civil/Domestic Case File

Case No. 1855-CV-0098

No. SS-CV-98

Union Common Pleas Court.

F C Sessions

Plaintiff,

AGAINST

Thomas Jones

Defendant.

APR TERM. 1856

JUDGMENT VS DEFENDANT

Journal 6 Page 21

Record No. 7 Page 327

Ex. Doc. — Page

Law 52

P. C. Sepion

vs

Thos. Jones

J. 6 p. 21
April 2d 1836

Recorded in
Book 7 pages
327 to 30

and the defendant has constantly refused to compensate the plaintiffs for their damage sustained by reason of said fraudulent representations and said fraudulent concealment and the plaintiffs say they are damaged by reason thereof, the sum of fifty dollars and therefore ask judgment for fifty dollars with interest from the commencement of this suit

James W Robinson
Plffs Atty

The state of Ohio Franklin County ss
I being duly sworn do say that I believe the statements contained in in the foregoing petition are true

Sworn to before me and subscribed in my presence by this day of November 1855

Sessions & Harris
vs
Thomas Jones
Petition
Filed Nov 24 1855
Jabez Pancoast Clerk
Received

Francis C Sessions and
Lovett B Harris, partners
plaintiffs
against
Thomas Jones defendant

Court of Common Pleas
Union County Ohio
Petition

Francis C Sessions and Lovett B Harris, partners in trade plaintiffs say that they by their agent George A Weil on or about the 24th day of June AD 1854 bought of the defendant Thomas Jones a large quantity of Wool shorn from sheep, which wool the said defendant at and before the time of the said sale, fraudulently represented to plaintiffs said agent to be in good merchantable order. Whereas, the defendant then well knew that a large quantity, to wit, about Eighty five fleeces thereof were unwashed and entirely unfit for market, and the defendant ~~then~~ fraudulently concealed from the plaintiffs said agent, the fact that a large quantity of said wool was unfit for market and was unwashed, although he knew that from the manner the wool was situated the plaintiffs said agent did not discover said defects and could not discover the same without a more thorough examination of the same than is usual in the purchase of wool, the wool being at the time packed away in a large pile with the unwashed wool concealed which defects were entirely unknown to the plaintiffs said agent and the plaintiffs until the same was being removed from the Rail Road depot ~~place house~~ at Columbus to the plaintiffs warehouse, and the plaintiffs gave notice of the facts to the defendant immediately and

Sessions & Harris
vs
Thos Jones

Union Com. Pleas
April Term 1856

Received of Clerk two dollars & seventy cents in full of Daniel Kent & Ino Williams fees as witnesses in the above case
April 11th 1856

Thomas Jones

Richard	1	1,30
Kent	1	1,35
Williams	1	1,35
Sheriff		1,54
Clerk		4,50
		10,04

Sefeion & Harris
vs
Thos Jones

Union Com Pleas
April term
1856

Received of Clerk $1,30
witness fee & mileage in this case
George Rickard

Sessions & Harris
vs
Thos Jones

Union Com. Pleas
April Term 1856

Received June 30th 1856 of Clerk five dollars in full of the Atty. fee in the above case

Hamilton & Lincoln

Thos Jones

Please take notice that the Plaintiffs in the case of Sessions & Harris against Thos Jones will take testimony in the case at the office of Esq Field Columbus O on the 20th of Mch 1856 between the hours of 9 am & 9 PM

Pleasant Valley
Mch 19 1856

Sessions & Harris

I accept this Notice

Thomas Jones

Deposition of a witness in an action pending in the Court of Common Pleas of Union County Ohio Wherein ~~Sessions & Harris are~~ plaintiffs and Thomas Jones is defendant and for the plaintiffs at the time and place hereinafter mentioned

Plaintiff Sessions present, Defendant not present.

Francis Sessions one of the plaintiffs of the County of Franklin Ohio of lawful age being first duly sworn by me as hereinafter certified deposes as follows

1st Were you and Lovell L. Harris partners in the year 1854 at the time of the purchase of wool from defendant by Geo A Hill as agent?

Answer. We were.

2d State whether you as partners employed Geo A Hill to buy wool for you during that summer?

Answer. We did

3d State whether any wool was delivered to you in June 1854 or thereabouts which Geo. A Hill represented to be the same in controversy bought of the defendant. There was.

What part was merchantable and what not and when & how did you make the discovery give a full statement of all particulars?

4th Answer. Mr Hill brought to us on the cars from Pleasant Valley five or six bags of wool which he said he bought from defendant as agent for us. there was about 1200 pounds. Mr Hill had been to see us about this lot of wool once or twice and as I had the year before bought his wool and knew its quality I authorized him to buy it and pay 35¢ per pound, if it was well washed and in good order, he said that defendant had represented his wool to him as being in good order and better, even, than the year before. I told him it was an Extra price for it but as Mr Jones represented it to be in such good condition that he might buy it

without examining it on defendant's statement as to quality, condition & that it was clean and in good condition Mr Hill purchased the wool and came in with it as above stated and I paid him on the 26th of June 1854 .500 $ out of which he was to pay ~~Mr Hill~~ defendant and I went with him to the depot to ship the wool to the parties East to whom I had sold it for 37½¢ pr pound on my representation as to condition quality & The drayman was unloading it at the C C & C R R depot having brought it from the C P & I R R depot. I noticed the sacks were unusually heavy and not solidly packed which led me to think that there was something wrong and in handling over the bags I noticed one broken open and in the centre of the sack was a number of unwashed fleeces, on another sack in handling broke open, being so loosely packed & fleeces so heavy it broke in the centre and developed more unwashed fleeces in the centre of the sack. I called Mr Hills attention to this and asked him if this was the wool he bought of defendant, it was certainly not what I expected and the party to whom I had sold it on receiving it would think we had swindled them in sending such a lot of wet, dirty wool & told him we would send it to the warehouse and have it examined fully. Mr Hill went with me to the warehouse and we cut open all the sacks in the centre & in every one was unwashed, while at the ends of the sacks, the wool was light & clean, looking as if the unpacked bags had been put in the centre to prevent our observing it, if we examined by opening the ends of the sacks as we usually did. Mr Hill did not stay (on account of the cars leaving) to see the wool all taken from the sacks and as Mr Alvin Harrington came in on the cars with Mr Hill & the wool, and was a wool buyer, we took out every fleece and found 85 fleeces of heavy unwashed out of 350 or 400 fleeces. We weighed 5 or six of the unwashed fleeces taking what we thought was an average weight and they weighed 5 to six pounds; two to three pounds each more than the clean fleeces. The rule among wool buyers is to deduct ⅓ on all unwashed wool

Question=
How much damage was it to the plaintiff on account of the unmerchantable condition of said wool
Give items, separately including. Drayage. repacking, loss in value. Disappointment &c
Answer.

When the party to whom we sold this lot of wool came here we showed it to him at the warehouse where it had been placed in a room by itself, and he would not give us but 30¢ pr pound for the lot as it was, when he would have given 37½¢ if clean & merchantable. unwashed wool in a lot injures the sale of the whole. Our loss as follows. on 1217 lbs of wool bought of defendant by G. A. Hill agent for us for which we could get but 30¢ instead of 37½¢ which we could have got if it had been merchantable as stated by defendant. 1217 lbs loss 7½¢ pr pound $91.27

Drayage	.50
Repacking	1.50
Storeage	1.50
In all besides trouble &c	$94.77

Question
State fully anything that will tends to the benefit of plaintiff not before stated
Answer= Plantiff ~~authorized~~ requested G. A. Hill to see defendant at once, state to him the facts as he saw them in regard to the condition of the wool and ask him to come in and see the wool for himself and do what was right between man and man. plaintiff had paid defendant an extra price and was greatly disappointed in not getting a nice clean lot of wool as represented. agreed to let him have the wool back, he paying freight to & from Columbus. plaintiff then would be the loser by having to pay Hill some 12½ commission. plantiff requested Hill not pay the defendant until the difficulty in controversy was settled. but as he Hill had given his indorsement note to defendant, rather than be sued paid it protesting that plantiff would claim damages

Francis C Sessions

Page (4)

I William Field a justice of the peace in and for the township of Montgomery in the County of Franklin Ohio do hereby certify that the ~~the~~ within named Francis Sessions was by me first duly sworn to testify the truth the whole truth and nothing but the truth ——

That the within deposition by him subscribed was reduced to writing by himself and by said witness subscribed in my ~~in my~~ presence, and taken at the time and place specified in the enclosed notice.

In testimony whereof I have hereunto set my hand this 20th day of March A.D. 1856. William Field

Justice of the Peace

Fees – Swaring one witness .04
10 per 100 words contained in Depositions & Certificate (1210 words) $1.21
Total fees $1.25 Paid by Plaintiffs

Depositions of Witnesses taken in an action pending before the Court of Common Pleas Union County Ohio wherein A. C. Sessions & L. B. Harris Plaintiffs and Thomas Jones Deft. and for said plaintiff at time and place hereinafter mentioned

A. C. Sessions & L. B. Harris Pltffs present

J. B. Haggerty Sworn

question,

Were you acquainted with the sales in the spring of 1859 Ans. yes. Was you buying Wool then at that time? yes. How long ~~have~~ you been engaged in buying wool? Ans. about 10 years. ~~How~~ How should wool be put up to be merchantable? Ans It should be put up clean and in good order free from any kind of filth or dirt. quest. What is the invariable rule of wool buyers in regard to wool unwashed or heavy? Ans We deduct one third. quest Do you ever purchase wool of a person with whom you are acquainted on his representation of the outside as exhibited? yes. I have done that though not generally.

J. B. Haggerty

cross examined by P. Lons Deft

question, 'Was you acting as agent for Plaintiff in the year 1854.'

Ans — I was not

question, 'When you bought wool you found it in different conditions?'

Yes Sir

question, 'How do you tell washed wool from unwashed Wool?'

Ans it is very easy told by a man handling it — you can invariably till the difference by handling of it —

question, 'Do you generally examine wool before purchasing?'

Ans — I do that is my business

J. B. Hagerty

quest

What was the highest price you paid for the best merchantable wool in the Spring of 1854?

Ans 36 cts an extra lot — Have you seen Mr Lons's Wool?

Ans Yes I saw his Wool & bought it —

What did you pay for the same quality of merchantable wool? Ans 35 cts

What was the condition of that lot of wool you paid 35 cts for?
Ans It was an extra clean lot

qus How much wool did you buy in the spring 1854 in this vi-cinity?
Ans. about 60,000 lbs.

quest Did you not buy such wool as you paid 35 cts for refused to above for from 30 to 33 cts
wool run down at the Ans — ~~yes~~
close of the season &

How much would you have paid for unwashed wool of the quality of Mr Lord?
I would have paid 28 cts but generally I paid 25 cts

Cross examined by the Deft
Question Was you buying wool for yourself or as an Agent?
Ans — for myself

Quest Did J. B. Hagerty

Also Alvin Harrington of lawful age being first duly sworn deposes as follows

question

Are you acequanted with the parties to this suit?

Ans. Yes — How long have you been in the habit of handling and buying Wool — Ans — about 12 years What is Merchantable Wool? Answer It should be well washed clean and free from all impurities —

question Did you see a lot of Wool bought by G. A. Hill as Agent for Sessions & Harris which he bought of Thomas Jones in June 1854?

Ans Yes — Question Did you see this lot of Wool taken from the sacks and did you examine it

Ans Yes

question Was there any heavy or un-washed wool in this lot — if any how much? Ans If I am not mistaken there was Eighty five fleece — I think I am sure there was that number —

Question How much would the Eighty five fleeces weigh and did you weigh any of the Fleeces?
Ans- I weighed 5 or 6 fleeces of the average fleeces — and think they would weigh 5 lbs each, making 425 lbs in the 85 fleeces —

Question What damage for the Pltffs should be allowed on this lot
Ans. Close on to fifty dollars deducting at the rate of 1/3d for its being unwashed

Question How came you to see this lot of wool?
I was in town the same day I think I went in the same train with the wool, and was called upon by Mr Stevens to examine it — it was in sacks, we opened and examined them and found a certain portion of above named unwashed having handled nearly every fleece myself — Was you acquainted with the quality of Mr Jones' wool that year? yes I saw it —
What price did you give for that grade of wool being in merchantable order Ans 35 cents —

Question What is the usual practice of wool buyers when they find unwashed wool?

Ans. By deducting 1/3 makes it equal to washed wool

Cross examined by Deft

Question At the time you examined the wool referred to was you acting as agent for plaintiffs in buying wool

Ans — I was

Question Was you sure the wool you examined was the wool purchased of Deft

Ans I am sure it was

I let Mr Hill have the sacks that contained the wool

Question Was there any private marks put upon those sacks by which you identified them?

Ans. no private marks but I knew them to be the sacks I let G. A. Hill have

Question Is there any uniformity in the cleanness of wool?

Ans. No there is not

no wool is merchantable unless it is clean

question Are you in the habit of buying wool in all its conditions

Ans. certainly

quest What do you mean by merchantable wool?

Ans clean, washed wool

quest Can you tell washed from unwashed wool?

Ans Certainly

quest Are there not in all lots of wool heavy fleeces such as Bucks fleeces &c?

Ans There is —

question Are they not taken in the lot without any deduction?

Ans — We make deductions directly or indirectly in the buying of wool

Question Do you generally examine wool before you buy it?

Ans. It is owing to circumstances

Cross examined by Pltff

Quest had you any inst in this lot of wool?

none whatever.

Quest Do you sometimes buy a lot of wool without examining it throughout

Ans — frequently

Alvin Harrington

Also G. A. Hill of lawful age being first duly sworn deposes as follows —

Are you accquainted with the parties in this suit and how long?

Ans — I am more or less for 15 years —

Quest. Were you Agent for Pltfs in the Spring of 1852, engaged in the purchase of wool for them

Ans — Yes

Quest. Are you sufficiently accquainted with the business to enable you to judge what is merchantable wool?

Ans I think I am

Question How should wool be cleansed and put up to make it merchantable?

Ans It must be washed, taged, clear of burs and well done up

Quest Did you buy for Pltfs as Agent any wool from deft. in 1852?

Ans I did

Question How much & on what times?

Ans. 1217½ lbs of deft for which I was to receive 1 pr lb for buying

Question State the conversation had before and at the time of buying with deft.?

Mr Jones called at my House to see me his wool & he told me he wished to sell his wool and he told me it was in good order & he would sell at 35 cents & I told him I must see Mr Sifson before I purchased his wool as that was more than I was instructed to pay I then said Mr Sifson told me I might purchase the wool if it was in good order I then asked Mr Jones if his wool would compair well with Mr Smiths in the year of 1853 he said it would well & if not better I then went to see the wool at Jones House the wool was in two piles in a small room one large pile & one small pile & there was some 12 or 15 fleces taken down from the large pile Jones says the wool on the top of the pile was the Farms wool and it was the worst wool

Question Could you see any unwashed wool in the pile as it was packed

Ans. I did not

Question

If there had been any unwash
ed wool on the out side of the pile
would you not have likely seen it
Ans — Yes.

Question Did you examine this lot
of wool and to what extent? and
what was said about turning down
the pile?

Ans. I did not examine it to any great
extent I only took down 12 or 15 fleece
Mr Jones said the wool on the outside
was his lambs wool and was his
poorest, the other was full as good
or better ~~than the examinator~~

Question

What was the reason you
did not tear down the pile and
make an examination?

Ans Because Mr Jones told me his
his wool was all in good order and
well tagged and I had confidence
in Mr Jones that all was as repre
-sented by him

Quest. Did you pack ~~the~~ sack the
wool?

Ans I did not Mr Jones was to
sack it and deliver it to me
in Pleasant Valley

Question Was it in your power to ascertain that any part of said wool was unwashed without taking down the pile?

ans- I dont know that I saw an unwashed fluce that day

Quest- had you at the time of the purchase any knowledge that any part of said wool was unwashed and unmerchantable

Ans — I had not

Question Was you present when the wool was at the Columbus depot? I was present in the moving of the wool from the Columbus Depot to the Cleveland when one of the sacks got torn open by one of the Draymen which developed unwashed wool - Mr Sessions asked me if this was the kind of ~~good~~ wool I bought of Mr Jones to be in good order - I did not know that I had got a single fluce of unwashed wool

Question

Did you see the said wool taken from the sacks at the wool house, and what was its condition

Ans- When I saw the wool the sacks were open and I saw considera-ble unwashed wool, mostly laying in the sack, but had been handled the sacks being open near the center and several of the pieces were out-

Question When did you get the sacks containing the wool?

Ans I got them of Alvin Harring-ton.

Quest Was the wool you delivered to Pl'ff and which you repre-sented to be the wool bot of Deft- the same lot of wool spoken about in your former testimony or was it wool bought of some one else?

Ans. All excepting 113 lbs which was bought of Mr Ricard -

Quest What amt of money did you pay said Jones on said wool?

Ans - $42.12 cts.

Question give particulars

Ans I had not the money to pay Mr Jones at the delivery of the wool I gave him my note and took the wool to Columbus — I went to see Mr Sessions, Mr Sessions gave me the money to pay for said wool Mr Sessions came to the Depot with me and at that time, I discovered the unwashed wool, Mr Sessions said that was robbed and requested me to see Mr Jones and see if he would make some deduction — I saw Mr Jones he said he was not willing to do so but would take the wool back and pay one half of the expenses on getting it back from Columbus ~~the~~ I went to Columbus & made Mr Jones proposition known to Mr Sessions Mr Sessions said if Mr Jones would pay all the expenses he would let him have the wool back — Mr Jones refused that proposition and told me if I did not pay him my note he would sue me — I told Mr Jones I would be the loser in that way of my per cent which would be $12.17 cts. Mr Jones said he would divide that pr. cent with me — I then paid him the note — I then told him that Plff would sue him for damages on the wool

Question

Did you consider this to be a settlement between the parties

Answer I did not

Question How much damage was caused to Pltffs by Deft's fraudulent concealment and misrepresentation? I dont know

Question What is the usual deduction made for unwashed wool? Ans 1/3 off

Cross examined by Deft.

Question Did you when at the Deft's House have an opportunity of examining said wool?

Ans — Yes

Question Did Deft manifest a disposition to have you examine the wool carefully and state what was said between you & said Deft?

Ans — Mr Jones & myself went to the wool & pulled down some Mr Jones remarked that this is my poorest wool being the lambs wool but you may pull the pile down. I said you need not I was satisfied

Question Did you buy a part of this wool of George McRard?

Ans I agreed upon a price and the amt was 113 lbs.

Question Are you sure the wool you examined at the warehouse in Columbus was the same wool you bought of Deft.?

Ans I believe it was as it was in the same marked sacks.

Question by Pltff ~~Objection~~ Did Deft offered to exhibit the wool when at his House if so why did you not examine it?

Ans. He did, the reason I did not, ~~he~~ supposed the wool to be in good order as represented by Deft.

Geo. A. Hill

I Asaph Allen a justice of the peace in and for the township of Darby County of Madison Ohio hereby certify that the above Joseph B Stagerty Alvin Stonington and George A Still were by me first duly sworn to testify the truth the whole truth and nothing but the truth

That the foregoing depositions of Joseph B Stagerty and Alvin Stonington respectively subscribed were reduced to writing by Orange Davis and the deposition of George A Still partly by himself and partly by Orange Davis a disinterested person and within and by said witnesses respectively subscribed in my presence and were taken at the time and place specified in the enclosed notice

In testimony thereof I have hereunto set my hand and seal this 19th day of March 1886 Asaph Allen JP (Seal)

Fees and Costs

2190 Words	2.19
Swearing Witnesses	12
Subpoena	50
Justice fees " " "	2.81
Transmitting for use postage	10
	2.91
Witness	
Joseph B Stagerty	50
Alvin Stonington	50
G. A. Still	50
	150

Deposition of Witnesses taken in an action pending in the court of common pleas Union County Ohio wherein Francis C Sessions & Stanes is plantiff and Thomas Jones is defendant and for said defendant at the time and place the parties agreed on herein after mentioned the defendant present

Still Singer of the County of Madison of of lawful age being first duly sworn by me as herein after certified deposes as follows

Question } are you acquainted with the parties
} yes

Answer } I have been acquainted with Mr Jones ten years and with Mr Sessions some two years

Question } Was you at my house at the time Mr Still came to my house in June 1854 to buy my wool if so state the conversation that took place between Mr Still and my self at that time

Answer } I was at Mr Jones in the month of June Still and Jones was upstairs standing by the Windows examining a small pile of wool Jones told Still that a part of that wool belonged to Richard and that part he could not sell; ~~here~~ on the other side of the house was a large pile of wool and Mr Jones said to Still let us examine that and Jones commenced pulling the wool down and Still says stop I am well satisfied it is ~~the best~~ put up the rest of my lot of wool I have looked at

Francis C Cessford & Lorel B Harris against
Thomas Jones — Bill of particulars Original
Docket page 114 of Leroy F Hager J.P.
Jerome Township Union Co Ohio

Thomas Jones

To Francis C. Sessions
Lovell B. Harris D Dr

To Damages on 12½ Rod road
Chas Strong & Lai agent George
A Hill June 24 1854 $50.00

Pleasant Valley }
April 18. 1855 }

Monday 11 o'clock A.M.

Bill of Particulars Amended on July 25th 1855 Francis C Sessions & Lovel S. Harris against Thomas Jones

Sessions

Frances C Sessions
Lowell S Stories
vs
Thomas Jones

Suit brought to recover on a lot of Wool bought of the defendant 1856 by our agent Geo. A. Hill. The Wool was said said to be in good order but after the Wool was delivered it proved to be unwast and not in good order Damage $50.00
For repacking " " " 3.00
Drayage " 1.00
His disappointment in sending off at the time it was received 10.00
64.00

The Wool was bought 1856

of flocs in bad order so says Mr Stormyto

Francis C Sellers &
Scott B Harris
v
Thomas Jones
Answer

Filed Nov. 20th 1855
Zaber Randall Clerk

Recorded

Received my fees in this case
William H. Robb Sheriff

Francis C. Sessions and Lorit B Harris plaintiffs
against
Thomas Jones defendant.

Court of Common Pleas
Union County Ohio
Answer

The defendant answers to the petition that he admits that he sold a lot of wool to the plaintiffs about the time stated in the petition; and that a portion of said wool, to wit; 5 2 fleeces, was unwashed but he denies that he fraudulently misrepresented the condition or quality of the said wool; and that he fraudulently concealed the fact that said 5 2 fleeces of the same was unwashed; and that the wool was so situated at the time of the sale that the unwashed wool was concealed from view; and he says that the agent of the plaintiffs, to wit George A. Hill came to the house of the defendant and examined the wool for himself, at the time of the sale of the same, as well the unwashed as the washed, and having examined the wool, the unwashed as well as the washed, did then and there buy the same of the defendant.

Hamilton & Sinclair
defendants attorneys.

State of Ohio Union County S.S.
Thomas Jones being duly sworn says that he believes the statements of the foregoing answer are true.

Thomas Jones

Sworne to by Thomas Jones before me, and signed by him in my presence this 24th day of November 1855

Faber Randall Clerk

Filed August 21st 1855
Peter Randall Clerk

Recorded

Manscript Docket page 114

Francis C. Sessions and
Lovel B. Harris. } April the 20th 1855
against } Bill of particulars
Thomas Jones. } for Plaintiffs filed and
Summon Issued for the appearance of the
defendant on the 24th day of April at
11 Oclock A.M. 1855

April 21st /55 Summon
returned personly served by reading to and
copy left with the defendant on this 21st
day of April /55 Fees Service 15c Milage
2 miles 15c — 30c Daniel Taylor Const
April 24th 1855 11 Oclock time of trial.
The defendant asked for an adjournment
of ninety days which was granted by Solon
Carrington who appeared as Plaintiffs agent
this cause is thereupon adjourned untill
the 23d day of July 1855 at 11 Oclock A.M.
July the 23d 1855 11 Oclock time of trial
parties to suit appeared and Subpoenas was
Issued for the appearance of the following
witnesses to appear forthwith on behalf of
the Plaintiffs Joseph Hagady Geo A. Hill
and Alva Harrington — The defendant
demanded a jury thereupon the parties duly
struck and chose the following persons good
and lawful men &c as hereinafter mentioned, and
venire Issued to Cyrus Beard Constable returna-
ble &c to July 25th 1855 at eleven Oclock A.M.
July 23d /55 Subpoenas for plaintiffs returned
Personly served by reading to George A. Hill
Joseph Hagady & Alva Harrington
served by plaintiffs agent

July the 23 Issued Subpoena for defendant for the attendance of one witness which returned personly served by reading to David McCune Searched and returned on the 25th day of July 1855 Service 15c Mileage 4 miles 25c = 40

Cyrus Beard, Const.

July 25th/55 Venire returned personly served by reading to James Curry Jesse Gill John McCampbell Samuel Woodburn Wm Legett and Nelson Cane Fees Service 75c Mileage 8 miles 45c = 1,20c Cyrus Beard, Const.

July 25th 1855 11 Oclock A.M.

And thereupon came the said James Curry Jesse Gill John McCampbell Samuel Woodburn William Legett and Nelson Cane who were duly empanneled and sworn to try the Whereupon Joseph Cagady Scott Hill Alva Harrington & Francis C Sessions were sworn and examined on the part of the Plaintiff and George Richard Daniel Kent John Williams Philip Snyder and Thomas Jones on the part of the defendant, and thereupon delivered to me in open Court there verdict in the premises as follows We find a verdict in favor of the defendants

(Signed) John McCampbell

Whereupon the Plaintiff gave Notice of an appeal

Appeal Bond

In the action of Francis C Sessions & Lovel B. Harris, against Thomas Jones & John W Gray acknowledge myself bail for the appellants in

the sum of one hundred and fifty dollars to be levied of my goods and chattles lands and tenements in case the appellant be condemned in the action and shall fail to pay the condemnation money and costs that have accrued ~~and that~~ or may accrue in the Court of common pleas

(Signed) John H. Gray

Taken signed and acknowledged on this 2nd day of August A.D. 1855

Leroy F. Hager J.P.

Bill of Costs for plaintiff

		Witnesses claiming fees
$3,00	1,00	George A. Hall two days at
	1,00	Alva Harrington two days at
	1,00	Joseph Hazeldy two days at
		Const fees, Chyrus Beard,
,75	,75	Attendance on jury trial
		Justice fees
$2,28	,15	Summons
	,25	Subpoena 3 Wit
	,10	Entering judgment on Docket
	,75	Attendance on trial
	,16	Swearing 4 wit
	,31	Transcript 310 words
	,25	Appeal Bond
	,25	Certificate of transcript
		Const fees Daniel Taylor,
,30	,30	Service and return Summons & Mileage
$6,33	$6,33	Total of Plaintiffs Costs

L. F. Hager J.P.

Bill of costs for Defendant

$3,00	$3,00	Jurors fees
		Witnesses claiming fees
$1,70	,25	George Richard
	,25	John Williams
	,25	Daniel Kent
	,50	David McCune
	,25	Philip Snyder
		Justice fees
$1,08	,10	Entering adjournment
	,25	For Issuing Venire
	,15	" " Subpoena David McCune
	,10	Entering adjournment No 2
	,24	Swearing Jurors
	,24	Swearing Six Wit"
		Const fees Burns Beard
$1,60	1,20	Costs on venire
	,40	on Subpoena David McCune
$7,38	$7,38	Total of Defendants Costs
	$6,33	Plaintiff costs Brot over
	$13,71	Sum Total
	$11,80c	Paid by Plaintiff July 25th 1855
	$1,71c	Balance unpaid

L. F. Hager J.P.

State of Ohio Lenon County Jerome Township ss

I do hereby Certify that the above is a full and true Copy from My Docket of the proceedings had by and before in the above cause

Leron L. Hager J.P.
of the offoresaid Township

Civil/Domestic Case File

Case No. 1855-CV-0099

No. SS-CN-99

UNION COMMON PLEAS COURT.

Julia A. Samuels
Plaintiff

against

John Samuels
Defendant.

FEB TERM. 1859

discontinued

Journal 6 Page 487

Record No. Page —

Ex. Doc. C Page 548

Law

Dannells
vs
Dannells

~~3t~~ 12

5

I, 6, p 437

Discontinued

D, 6, 548

Julia M Samuels
vs
John Samuels

Petition
Divorce

Filed August 22d 1855
Yates Rendall Clerk

C Dugan
Atty for petitioner

State of Ohio } To the Honorable,
Union County } Judge of the Court of
Common Pleas of said
County Ohio

Your Petitioner Julianna Sannells, of the County of Union and State of Ohio, represents, to your honour that she has been a resident of the County of Union, and state of Ohio for more than two years. And that she was lawfully joined in the bands of matrimony, to John Sannells, on or about, the tenth day of July, Eighteen hundred and fifty five from which time forward, they lived and cohabited, together as man and wife, untill about, the Seventeenth day of August Eighteen hundred and fifty five, when the said John Sannells left to parts unknown, your Petitioner further represents that at the time of solemnizing the second marriage with your Petitioner, and the said John Sannells, on the tenth day of July Eighteen hundred and fifty five, that he the said John Sannells had a former wife living. Your Petitioner further represents, that she being ignorant of this fact, of a former wife living until within a few days before he left, which being made known to the said Sannells by your Petitioner, the said John Sannells through fear of being arrested for the crime of bigamy he fled to parts unknown.

Your Petitioner asks that the said John Sannells may be made party Defendant to this petition and that upon the final hearing of this petition, that the marriage contract, may be dissolved, between your petitioner and the said John Sannells. And that your Petitioner may be allowed, Suitable Alimony, and have such other and further relief as to your honors shall seem meet as she will ever pray.

J. C. Dougherty
Sol for petitioner

Civil/Domestic Case File

Case No. 1855-CV-0100

No. 55-CV-100

Union Common Pleas Court.

Cornelius Sidle
Plaintiff,

AGAINST

William S. Gracock
Defendant.

JUN TERM. 1856

DECREE FOR PLAINTF

Journal 6 Page 99

Record No. 7 Page 428

Ex. Doc. B Page 870

32 Law 54

Cornelius Sidle 32

vs

William Peacock

Not allowed

D 13,

p 370

Journal 6 p 99

for record

Recorded in Book 7

page 428

Cornelius Sidle
v
William Deacon
Petition

Filed August 24th 1855
Peter Randall Clerk

Hamilton & Lincoln

Cornelius Sille plaintiff — Court of Common pleas
against — Union County Ohio.
William T. Leacock defendant — Petition.

The plaintiff, Cornelius Sille says that about the ~~day~~ month of November in 1845 he purchased of the defendant William T. Leacock, of Jefferson County Kentucky through his agent William Hamilton who was duly authorized to sell the same, a certain lot of land in Union County Ohio, and being the south half of lot No 6 of survey No 7008, according to a subdivision of said survey which was made and recorded in the Recorders office in Union County Ohio, containing about fifty three and three fourths acres of land for which he became bound by a written agreement then executed by himself and said defendant by his agent aforesaid, to pay the sum of two hundred and fifteen dollars ~~as follows~~; ~~[illegible]~~ and all of which sum has been long since paid as appears by receipts to be produced if necessary ~~[illegible]~~ ~~[illegible]~~ ~~[illegible]~~, the deferred instalments ~~to~~ bearing interest from the date of said writing; and in consideration of the payment of said purchase money and as soon as the same was paid as above recited the defendant was bound to convey said land to said defendant by a deed of General warranty, with the covenants usual in such deeds; all of which would more fully appear if said agreement were produced here. But the plaintiff says that, though he had said written agreement in his possession for a long time after it was made, he subsequently lost it, and though he has made diligent search for the same he cannot find it, and therefore cannot produce it here.

The plaintiff further says that he did pay the stipulated sum for said land according to the true intent and meaning of said written agreement, to said William T. Leacock, together with all the interest on the ~~[illegible]~~ deferred instalments.

And further the plaintiff says that said William T. Leacock and Eliza Leacock did con-

stitute and appoint Joseph R. Swan, and John M. Andrews of the County of Franklin, Ohio their attorneys in fact, with full power to convey all such parts of said Survey No. 7008 to such persons as might purchase the same, by a power of attorney recorded in the Recorders office of Muskingum County, Ohio (Book 12 page 501) with such covenants of warranty as said written agreement called for, and that it was the understanding at the time said plaintiff made said purchase that he should have his deed from the said attorneys in fact of the defendant, he, the plaintiff did repeatedly, and in a friendly manner call upon the said Attorneys in fact, of the defendant, and request them to convey the said land, or to get such conveyance from the defendant, and also that he called upon the said defendant's agent, William Hamilton, and made the like requests of him, and that notwithstanding the plaintiff has done so the defendant has neglected and refused to make such conveyance, and still so neglects and refuses.

The plaintiff therefore prays that the defendant William T. Leacock be decreed to specifically perform said agreement on his part, and to convey said land to the plaintiff with such covenants as to your honor may seem meet, and that the plaintiff may have such further relief in the premises as to your honor may seem right.

Hamilton & Lincoln
plaintiffs attorneys.

Muskingum County Ohio S.S.

Cornelius Sidle being duly sworn says that he believes the statements of the foregoing petition are true.

Cornelius his mark Sidle

Sworn to by Cornelius Sidle and signed by him in my presence this 20th day of August 1855. David Shuravell
Justice of the peace in and for Muskingum County Ohio.

Printers fee $4,50
due to Lincoln

Cornelius Sidle
v
William Deacon
Affidavit for publication.

Filed August 24th 1855
Saber Randall Clerk

Cornelius Sidle plaintiff
against
William Peacock defendant

Court of Common Pleas
Union County Ohio

Cornelius S Hamilton makes oath and says that he is one of the plaintiffs attorneys in this case, and that the defendant William T. Peacock is a non-resident of the State of Ohio, and that service of a summons cannot be made on the said defendant in this state, and also that this case is one of those mentioned in the 70th section of the code of civil procedure

Cornelius S. Hamilton

Sworn to by Cornelius S. Hamilton before me, this 24th day of August 1855. John Ramsey Clerk

Washburn Co
Oct 3.

paid 6.

Cornelius Sidle
vs
William T. Lacock

To the Clerk of the Court of Common Pleas Marysville Union County Ohio

Deposition sealed up addressed & transmitted by me David Sherrard J. P.

Opened by request of Counsel for Plff

Filed October 5th 1855

John Randall Clerk

Deposition of Witness taken in an action Pending in the Court of Common Pleas for Union County Ohio- Wherein Cornelius Sidle is Plaintiff, and William T. Lacock is defendent and for Said Plaintiff at the time and place hereinafter mentioned in Pursuance of the notice here to attached at the time and place therein mentioned- between the hours of nine A.M. and 5 P.M of Sept. 29th the Plaintiff Cornelius Sidle appeared no Person appearing on the Part of the defendent the taking of Said deposition was by me having to be absent adjourned from day to day until Tuesday the 2nd day of October 1855 the Plaintiff Present on Each day Except Sunday- tuesday Second 9 o'clock A.M. — Cornelius Sidle of Muskingum County of Lawful age being first duly Sworn to testify the truth the hole truth and nothing but the truth by me deposeth and Saith as follows

Question did you ever purchase any land of William T. Lacock, — Answer I did through his Agent William Hamilton

Quest. Where and when

Answer of his Agent William Hamilton in union County ohio it may of been in Janu. of 45. or 46. I cannot Realect the year or month to any Certainty but think it must of been between at least the years of 44 and 1846-

Question did Said Lacock ever Enter in to a written agreement to convey the Land to you

Ans. he did by his agent William Hamilton who Executed it for Said Lacock — as his authised Agent —

Question can you discribe the Tract of Land

Ans. it was the South half of lot No. 6, of Survey No. 7008 in union County State of Ohio —

Question What has become of that written agreement,

Ans. I cannot tell. I. same times am led to think I Sent it out to union County with my Brother Jacob Sidle- with Same other papers — if I did not it is Lost or mislaid —

(over)

(3rd)

The State of Ohio } I David Sherrard a Justice of the Peace
Muskingum County } in and for the Township of Licking in the County
of Muskingum Ohio do hereby certify that
the Withinn named was by me first duly Sworn to testify the
truth the hole truth and nothing but the truth — That the foregoing
deposition by him Subscribed was Reduced to writing by me as Justice of
the Peace who being disinterested in the Issue of the Same and
was by Said Witness Subscribed in my Presents — and were
taken at the time and place Specified in the inclosed notice between the
Said hours of 9 A.M. & 9 P.M. Except the adjournment caused by
my absence to the 2nd Instant In testimony where of I
have here Set hand and Seal this Second day of October 1855

David Sherrard (Seal)
Justice of the Peace

C. Sidle
v
M. Lucas
notice to take
depositions

Cornelius Sidle plaintiff } Court of Common
against } Pleas Muskingum
William Isaac defendant } County Ohio.

Depositions in this Case will be taken by the plaintiff at the office of David Thomas a justice of the peace in and for Licking township Muskingum County, State of Ohio, on the 29th day of September 1865, between the hours of nine o'clock A M and nine o'clock P.M. of said day, and the examination will be adjourned from day to day thereafter.

Sep. 19, 1865

Received this writ June 2d A.D. 1856 and served the same June 9th A.D. 1856 by leaving a certified copy of this writ at the residence of William Hamilton

Fees. Service	12
Copy	20
Mileage	.80
Return	10
	$1.22

William H. Robb Sheriff

Filed
A.M.
Feb 1
1857

Suit for $18.00 etc.

Filed June 10th 1856
Wm Thomas Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY:

We command you to summon

William Hamilton

to be and appear

before the Honorable the Judge of our Court of Common Pleas of said county, at the Court House in the town of Marysville, on the 1st day of next term at 10 o'clock, A. M., to testify and the truth to speak on behalf of Plaintiff in a certain controversy in said court pending wherein Cornelius Sidle is Plaintiff, and William T. Peacock Defendant, and he shall in no wise omit under the penalty of the law, and have then there this writ.

Witness, TABER RANDALL, Clerk of said Court at the Court House in Marysville, this 2d day of June A. D. 1856.

Taber Randall Clerk.

Civil/Domestic Case File

Case No. 1855-CV-0101

No. 55-CV-101

Union Common Pleas Court.

James Liggett et al
Plaintiff,

AGAINST

Walter G Clark et al
Defendant.

JUN TERM 1856

DECREE FOR PLAINTF

105

Journal 6 Page 104

Record No. 7 Page 459

Ex. Doc. B Page 342

Case 57

James Leggett &
Abner Leggett
vs
Walter G. Clark et al

Recorded in book
7 p 459

Satisfied Decree
for 1/3

June 14th 1836
Judgement
vs Deft for costs
I. G. p 24, ref to Robinson Com,
P. G. p 105 Defts pay
cost Judg. for costs

D. B. 342
for Record

James Leggett et al

v

Walter S Clark et als

Masters Report

Filed June 10th 1836

Lafon Ransdell Clerk

Report of James W Robinson Master Commissioner in the case of James Leggett and Abner Leggett against Walter G Clark et als in the Court of Common Pleas of Muskingum County Ohio

Upon Examination & testimony I find in this case the following facts.

1st On the 28th day of December AD 1836, John L Taylor Esq of Chillicothe Ohio as agent for G W Clark sold by verbal agreement to Silas P Strong the land described as follows to wit in survey No 5499 in Muskingum County Ohio beginning 28 poles south from Adam Wolfs North East corner on the South side of Blues creek thence with his line S. 9°. 30 E. 263 poles to a maple, beech and sugar tree, thence N. 86°. 40 E. 208 poles to a hickory & two sugar trees, thence N. 9° 40. W 276 poles to a black walnut on the North side of Blues Creek, passing a water beech and sugar tree on the south side of the creek, thence up the meanders of the creek, S. 80 W. 47 poles, thence S 40. W. 14 poles, thence S. 77 W. 52 poles thence W. 96 poles to the beginning containing 34 7/10 acres more or less

2d That said Strong agreed to pay therefor the sum of six hundred and ninety five dollars

3d The said Strong gave his three notes for two hundred and thirty one dollars & one third payable as follows to wit one third at said date & the other two in nine and twelve months with interest

4th The said Strong on the 27 day of May AD 1837 paid the first note to said Agent, and on the 26th of January 1838 paid three hundred dollars on the last two notes, which sums, less his fees the said agent sent to said Clark

5th That said Taylor by letter from said Clark had authority to sell for him said land, but never

had. and has not now any interest personally in said land

6th The sale made by said Strong to the plaintiffs was made without consulting with said Agent, and without any authority by him, but was afterwards reported to him

7th The plaintiffs have paid to the said Strong the sum of one hundred and fifty dollars being the one third of the purchase money agreed between them for the land in said petition described

8th That possession was taken of said land in the manner set forth in said petition

9th That suits and judgements were had for the four fifths of said land in manner & form as set up in said petition

10th That said J. N. Clark & his wife executed a deed with covenants of general warranty to said Strong acknowledged in due form March 10th 1837 and forwarded to said Taylor, but the same was never delivered and still remains in the possession of said Agent

Respectfully submitted
James W. Robinson
Special Master

Commissioners fee $5

James Ligget
& Abner Ligget plaintiffs
against

Walter G. Clark &
James Clark
Christin Clark
M. & Mary
Abner Power
Administrator of
Silas G. Strong &c.
and the unknown
heirs of said Strong
defendants

Court of Common
Pleas
Huron County Ohio

Petition

Civil Action

James Ligget and Abner Ligget plaintiffs say that on the 20th day of March A.D. 1837, one Silas G. Strong then in life, but now deceased executed to the said James Ligget his penal bond, conditioned for the conveyance by good general warranty deed the following land to the said James Ligget to wit, being the residue of a lot of ~~two hundred~~ acres composed by Joseph Carter & H. Clark, after 100 acres off said lot to Jacob Hawk, the piece hereby sold is supposed to contain one hundred and forty seven acres, and is bounded northerly land owned by Abner Ligget on the westerly land owned by Alpheus Ross and the South by a line from said Ross's S.W. corner to the corner of a lot sold Jacob Hawk, thence with Hawk's line N. 30. W. the Creek, for which the said Ligget agreed to pay said Strong $3,50, ~~cts~~ per acre, one hundred and fifty dollars in hand, and the residue in two equal annual payments on the first day of January 1838 and 1839. and said Ligget to pay taxes thereon. And the plaintiff charge that the first and second payments were made to the said Strong,

James Ligget &
Abner Ligget

vs.

Walter G. Clark
et. al.

Filed August 25th 1833
John Randall Clerk

By Cole for Plff.

said bond is herewith filed and made part hereof. Plaintiffs say that said bond was executed to James Liggett alone, but said Abner Liggett had an equal ~~[illegible]~~ interest therein and is entitled ~~to a joint [illegible]~~ have the same jointly assigned to him with said Jonny Liggett.

The plaintiffs further charge that about the time the last payment became due a claim was set up for said land by the heirs of one William Price who brought an action of ejectment in the Circuit Court of the United States for the District of Ohio, and obtained a judgment for the recovery of said land. Afterwards a bill in chancery was filed against said heirs of Price in the Cty of Franklin Ohio, and a decree was entered in the Supreme Court of that State allowing the plaintiffs in that suit one fifth part of the land, which was before ~~[illegible]~~ decreed to the plaintiffs in this suit for all his claim against Jonny & Clarke in these premises ~~[illegible]~~ ~~they bought~~ one fifth part of their claim and the other four fifths of said land to the said heirs of Price and the plaintiff was compelled to compromise with said Price for the four fifths of said land, and pay them a large sum of money for their interest therein to wit.

Dollars.-

The plaintiffs further represent that they took possession of said land immediately on said purchase from said Strong, and paid the taxes thereon ever since, and made large lasting and valuable improvements thereon.

Plaintiff further charge that they are informed and believe that said Strong had

purchased said land from one Gustavus V. Clark through John L. Taylor his agent, and that the said Taylor knew of the sale to plaintiff by said Strong, and that the purchase money paid by plaintiff to Strong or a part thereof went to said Clark through his said agent. Plaintiff further say that they are informed and believe that the said Clark had sold said land to said Strong before the sale by him to Plaintiff, & refused to send Strong a deed for ~~said land~~ which is now, and has been for many years, in the possession of said Taylor, but which never belonged to Strong. That said Strong paid to said Clark some six hundred dollars or more ~~to said Clark~~ on the purchase money of said land, and ~~you~~ plaintiff charge that said Clark had knowledge of, and consented to ~~the~~ or acquiesced in the sale to plaintiff.

The plaintiff, for cause of action, that the said Clark's title was acquired through a deed from the Administrator of, and one of the heirs of, Wm Price and ~~he~~ he was wholly void except for the right of said heirs being one fifth part of the land, and the plaintiff, for cause of action that the said Clark had title for one hundred one fifth part of said land. Plaintiff charges that he paid to said Strong, and by him paid to said Taylor & by him to Clark more than one fifth of the purchase money for said land.

Plaintiff is informed that the said Gustavus V. Clark is dead and has left said Walter S. and James Clark his only

children and heirs at law residents of the State of Virginia ~~[illegible]~~ This land appears to have been conveyed to the said Gustavus A. Clerk and Charles Clerk, but plaintiffs suppose and are informed that that the said Gustavus and the entire interest conveyed by the deed to them. That interest of said Clerks has been released, but no deed can be found on Record

The plaintiffs therefore pray that the said Clerks, or the said Strong heirs (he being now dead) or either or all of them as the legal title may now be vested be compelled to convey to the plaintiffs the one undivided one fifth of the land so sold by said Strong to the plaintiffs and if more than the one fifth part of the purchase money has been paid by the plaintiffs that the Court decree the surplus to be repaid to them, or if the court find that the defendants or either of them have a good title for the entirety of said land that they be compelled to convey the same to plaintiff, and they will pay the balance of the purchase money in full, and the plaintiffs ask the Court to grant them such other and further relief as equity and good conscience may seem to require

P. Bleale Atty
for Plff.

State of Ohio
Union County }

James Leggett the plaintiff being duly sworn says that he believes that statements in the foregoing petition are true.

The said plaintiff James Leggett further states that the said Walter G. Clerk James Clerk Charles Clerk and are not residents of the State of Ohio, and M. S. Cary and Abner Powers are residents of the State of Illinois, and that the both the name and residence of the heirs of said Silas F. Thorp are unknown to him. The said Leggett further states that service of a summons cannot be made upon either the said Walter G. Summer or Charles Clerk. M. S. Cary or Abner Powers, within the State of Ohio, and that this case is one coming under the Section 70 of the Code of Civil Procedure as he verily believes.

James Leggett

Sworn to before me and subscribed by James Leggett to in my presence this 25th August 1855

Saber Randall Clerk

and said Leggett agrees to pay the Taxes now
on full payment being made if said Strong does
well and truly convey said land to said
Leggett by a good & sufficient General War
ranty Deed free & clear of all Incumbe
rances then this bond shall be null & void
Else in full force & vertue

Abner Leggett
Abner D Chapman

Silas G Strong

The Condition on
the reverse of this
bond with Strong
144 acres of land
Silas Strong
Oct 25th 1839

Know all men by these presents that I Silas G Strong of Marysville am held and firmly Bound unto James Leggett in the full sum of One thousand Dollars Lawfull money to the payment of which well and truely to be made I Bind my self my Heirs Executors and Administrators firmly by these presents sealed with my seal and Dated this 20th day of March A D 1837

The condition of the above bond is such that Whereas the Above bound Silas G Strong has this day sold unto James Leggett a certain piece of land - Being all the Residue of a Lot of 347 acres conveyed by Joseph Carter to G. H. Clarke after 200 acres is laid off to Jacob Hawk the piece hereby sold is supposed to contain 147 acres and is bounded on the North by land owned by Abner Leggett & on the West By land owned by Alex. Ross & on the South - by a line from said Ross's S.W. Corner to the corner of a Lot sold Jacob Hawk then with Hawk's line N 9° 30" W to the creek and agrees that the land shall be surveyed off as soon as the weather will admit - For and in consideration of which said Leggett agrees to pay to said Strong the full sum of $3.50 per acre for each & every acre - in manner following that is to say $150.00 in hand, and the Residue in Two Equal payments the first to be made on the 1st day of Jany 1838 & the 2d on the 1st day of Jany 1839 each of which payment is put in a Note of this date & subject to be reduced or enlarged in the same proportions as the said land is more or less - by rating the Excess or Defect at $38 per acre

Leggett v Leggett
vs
Clark et als

Proof of Publication

NOTIC .

James Liggett and Abner Ligi et plaintiffs,
vs.
Walter G. Clark, et als, defendants.
Court of common pleas. Union county, State of Ohio

WALTER G. Clark, Junius Clark, Chastin Clark, M. S. Cary, Abner Power as administrator of Silas G. Strong and the unknown heirs of said Strong, will take notice that a petition was filed against them on the 24th day of August, A. D. 1855; in the court of common pleas of the county of Union and State of Ohio, by James Liggett and Abner Liggett, the substance and prayer of which is as follows: Said petition charges that on the 20th day of March 1837, said Silas G. Strong executed to to the said James Ligget his penal bond conditional for the conveyance by general warranty deed to said J. Liggett the land hereinafter described — Petition charges that said Abner is equally interested in said land that the conveyance should be made jointly to him and the said James.— Said land is part of survey No. 5199, being the residue of the tract conveyed to G. V. and C. Clark by Joseph Carter, bounded as follows North by land owned by Abner Liggett, west by Alexander Ross' land, on the south by a line from said Ross' southwest corner to the corner of a lot sold to Jacob Hawk; thence with Hawk's line north ¾ 30 west to the creek, which was to be surveyed before conveyance, supposed to contain one hundred and fortyseven acres, for which the said Liggetts were to pay three and fifty one-hundredth dollars per acre; one hundred and fifty dollars was paid in hand, and the residue was to be paid in two equal annual installments, one on the first day of January 1838, and the other on the first day of January 1839 Petition further charges that said Liggets took immediate possession of said land, and ever since paid the taxes, and made lasting and valuable improvements thereon, and paid said Strong the two first payments of purchase money herein referred to; said petition charges that said Strong had bought said land from one Gustavus V. Clark or him and one Chastin Clark, through John Taylor their agent; further charges that the said G. V. and C. Clark derived title to said land, from those claiming, by purchase from the administrator and one of the heirs of one William Price, which title in the said Clarks was wholly void except for one-fifth part of the land, being the interest of the one heir who conveyed. Petition further charges that shortly after the purchase by said Liggets from said Strong, the heirs of said Price brought suit in the circuit court of the United States for the District of Ohio, and obtained a judgment for the land, but a Bill in chancery was afterwards preferred against said heirs of Price in Franklin county, Ohio, and decree rendered in the supreme court giving to the said Price's heirs four fifths of said land, and to the said Liggets one fifth under their claim derived from the said Strong and Clarks. That the said Ligget was compelled to pay the said four fifths of said land from the heirs of said Price. Further charges that said Clarks knew of and acquiesced in the sale by said Strong to the said Liggets, and that said Strong paid the said Clarks for more than one fifth of the purchase money for said land; also charges that the said G. V. Clark is dead, leaving the said Walter G. and Junius his heirs at law. The prayer of said petition for an account to be stated between said Liggets and Strong and Clarks, and that if the said Liggets have paid more than one-fifth of the purchase money, that the surplus be decreed to be repaid to him, unless the said Strong or Clarks can show that they have a complete title for the land, and in that case that they be decreed to convey the same to the said Liggets, and they will pay the residue of the purchase money; or that the said defendants or either of them in whom any interest to said land may be found, shall be decreed to convey the same to the plaintiffs upon such terms as shall be equitable, and prayer for general relief. The said defendants are notified that they will have to answer said petition on or before the 27th day of October 1855, or charges in said petition will be taken as confessed, and decree accordingly. P. B. COLE, att'y for pl'ff.

Aug. 29, '55—n50w6pf$16,00.

I, Samuel M'Bratney, do make solemn oath that I am the publisher of the Marysville Tribune a weekly Newspaper of general circulation in Union County and that the annexed Notice was published for six consecutive weeks before the 16th day of October A. D. 1855 Samuel M'Bratney

Sworn to & subscribed before me this Oct. 15th 1855
Zaber Randall Clerk

Civil/Domestic Case File

Case No. 1855-CV-0102

Civil/Domestic Case

1855-CV-0102

located with

District Court Case

1857-DC-0005

Civil/Domestic Case File

Case No. 1855-CV-0103

No. SS-CV-103

Union Common Pleas Court.

Gustavus Cossel
Plaintiff,

AGAINST

James Emerson et al
Defendant.

OCT TERM 185

JUDGMENT VS DEFENDANT

$179 10

Journal 6 Page 431

Record No. 7 Page 237

Ex. Doc. 13 Page 104

Law 64

Gustavus A. Capil

vs

James Emerson et als

for Record

Cost bill made

Oct 16 p 431

$179.10

D B 104

Recorded in book

7 page 23788

Robb 2,01
Parcelle 4,20

176,442
2,[illegible]
179,[illegible]

176,442
[illegible]
8841
22963

Gustavus A Cassel
agst
James Emerson et als

petition

Issue summons according
to law
" Amt Claimed
$176.42 with interest from
July 12th 1855
J N Robinson
P Atty

Filed August 31st 1855
Jabez Rondace Clerk

Recorded

Gustavus A Cassil
plaintiff
agst
James Emerson and
Eason Johnson
S. C Johnson defendants

Mun Court Ohio
Court of Common
Pleas
Petition

The plaintiff says there is due him from defendants the sum of one hundred and seventy six dollars & forty two cents with interest from the 12th day of July 1855 on their joint and several note (a copy of which is here to attached) to Mary Coe or order, and which she assigned to the plaintiff. of which defendants were notified

The plaintiff therefore asks judgement against the defendants for the said sum of one hundred and seventy six dollars and forty two cents with interest from July 12th 1855

J W Robinson Pl's Atty

Copy of note

"$176.42 October 12th 1854. Nine months after date we, or either of us promise to pay to the order of Mary Coe One hundred and seventy six 42/100 dollars value rec'd

James Emerson
Eason Johnson
S. C Johnson"

The state of Ohio Muskingum County ss

I. James W Robinson being sworn say that I am Attorney for Gustavus A Cassil in this behalf and said Cassil is not within the state of Ohio, and the note on which suit is brought is in my possession & for the reasons I file this affidavit & that I believe the statements above made are true

J W Robinson

sworn to and subscribed before me and in my presence by James W Robinson
Aug 30 1855
Lahen Randall Clerk

Gustavus A. Coffin's
vs
Stamp Barrow Dag

Amount claimed
$1,162 with interest
from July 12th 1833

Filed September 12th 1855
Walter Wardell Clerk

Received

C. W. Robinson
Atty for Plff

Received this writ September 1st A.D. 1855 & served the same September 10th A.D. 1855 by leaving certified copies of this writ at the residence of A. C. Johnson & James Emerson. Eason Johnson is not found

Fees, Service	75
Mileage	50
2 copies	50
Return	10
	$1.85

William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify James Emerson Eason Johnson & I. C. Johnson that they have been sued by Gustavus A Capsill in the Court of Common Pleas of Union County, and that unless they answer by the Sixth day of October A. D. 1855 the petition of the said Gustavus A Capsill against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 17th day of September A. D. 1855.

Witness my hand, and the seal of said court this first day of September A. D. 1855.

Saber Randall

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0104

No. SS-CV-104

Union Common Pleas Court.

G A Cassell
Plaintiff,

AGAINST

Robert McIlroy
Defendant.

OCT TERM. 1855

Dismissed

Journal 5 Page 434

Record No. No Record Page

Ex. Doc. B Page 126

Filed

G. A. Capel & Mary Pickett Exs of R. Pickett dec'd

vs

Robert McIlroy

oct 16 1834

Judgment def for costs

484

Cost bill made

D. B. 126

Robb $1,46
Rendale 2,20

Gustavus A Cassel
Mary Picket Exrs of R Picket

vs

Robert McIlroy

Petition

Issue summons
according to law
Ins't Claimed
$105,00 with interest from
July 1st 1854"
Jno Robinson pl Atty

Filed September 1st 1855
Galen Randall Clerk

Gustavus A Cassil &
Mary Pickett Executors
of R Pickett dec'd plaintiffs
agst
Robert McIlroy defendant

Amin Comty Ohio
Court of Common Pleas
Petition

The plaintiffs say that there is due them as Executors of R Pickett dec'd from the defendant the sum of one hundred and five dollars with interest from July 1st 1854 upon the defendants note given to Jonah Figley and assigned to the plaintiffs. a copy of which note is here attached

The plaintiffs produce their letters of the Probate court of said County showing their right to sue in this behalf

The plaintiffs as said Executors ask judgement against the defendant for the said sum of one hundred and five dollars with interest from July 1st 1854

James W Robinson
Pl'ffs Atty

The state of Ohio Amer County ss
I Mary Pickett one of the Executors of the Estate of R Pickett dec'd do make oath that the allegations above made are true as I verily believe

Mary Pickett

Sworn to before me & in my presence subscribed by Mary Pickett this 1st day of September ~~August~~ A D 1855

Jabez Randall Clerk

Copy of the note
On or before the first of July next I promise to pay to Jonah Figley or order one hundred ~~and~~ five dollars for value received this first day of July 1854

Robert his x mark McIlroy

G. A. Cabell & Mary Florence Exrs &c
vs
Robert McElhany

Amount claimed $105,00 with interest from July 1st 1854

Filed September 12th 1855
John. Randolph Clerk

A. M. Pollard
Atty for Plff

Received this writ September 1st A.D. 1853 & served the same Sept. 11th A.D. 1853 by presenting a certified copy of this writ to the within named Robert McElhany

Fees, Service 35
Mileage 60
Copy 25
Return 60
$1.30 William H. Roll Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Robert McIlroy that he has been sued by Gustavus A Capill & Mary Pickett Exs of Rodney Pickett in the Court of Common Pleas of Union County, and that unless he answer by the Sixth day of October A. D. 1855 the petition of the said G. A. Capill & Mary Pickett Exs &c against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 17th day of September A. D. 1855.

Witness my hand, and the seal of said court this 18th day of September A. D. 1855.

Saber Randall

Clerk of the Court of Common Pleas of Union County.

D. 126

UNION COMMON PLEAS.

Capil & Pickett
Exp & c

vs.

Robert McGlory

Fi. Fa. Lev. Fa. for costs.

Plaintiff's Cost. $
Defendant's Cost, $ 3.66
This Writ 70

4.16

Received

To _____ A. D. 18

_____ Att'y.

Returned and Filed Dec 10 A. D. 1859

_____ Clerk.

Rec'd this writ on the 25 day of November, 1859
and on the 17th day of December 1859 made the money
in full on this writ

Abraham Wiley, Sheriff

Fee service 35

Mileage 60
Return 10
Endorsing 10
$1.15

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, in a certain action of Debt lately prosecuted in our Court of Common Pleas within and for the said County of Union, wherein G. A. Capil & Mary Pickett Exrs of Rodney Pickett dec'd were

plaintiff, and Robert McIlroy

defendant, the costs of said Robert McIlroy were taxed at Three dollars, and Sixty Six cents.

YOU ARE THEREFORE COMMANDED, that of the goods and chattels, or for want of goods and chattels; of the lands and tenements of the said Robert McIlroy

in your county, you cause to be made the cost aforesaid, and costs that may accrue. And of this writ make due return in sixty days; hereof fail not at your peril, and have you then there this writ.

Witness my hand and Seal of the said Court, at Marysville this 28th day of November A. D. 1859

Taber Randall Clerk,

of the Court of Common Pleas, Union County.

Civil/Domestic Case File

Case No. 1855-CV-0105

No. 55-CV-105

Union Common Pleas Court.

Mary Pickett et al
Plaintiff,

AGAINST

James S. Alexander
Defendant.

OCT TERM. 1855

JUDGMENT VS DEFENDANT

$160 22

Journal	5	Page	445
Record No.	7	Page	300
Ex. Doc.	B	Page	96

Land

Mary Pickett &
G. A. Cassil Exs of
Rodney Pickett dec'd
to
James S. Alexander

For Record
for cost bill made

J. 5.
Oct 17 p 444
Recorded in
Book 7 p 300

B 96
Upon Record

Robb 0,91
Colon R 0,05

Mary Pickett and G. T. Cassil
Exrs of R. Pickett decd

vs

James S. Alexander

Petition

Issue summons in this case returnable accordg to law
Amt claimed $296.76
with interest on $92.80 from October 17th 1854; with interest on $150. from Novemb 6th 1852 and on $53.96 from Jany 9th 1853
J. W. Robinson
Plffs Atty

Filed Sept. 1st 1855
Jabez Rhindall Clerk

Recorded

Mary Pickett and
Gustavus A Cassil
Executors of Rodney Pickett dec
plaintiffs
ag st
James V Alexander
defendant

Court of Common Pleas
Union County Ohio
petition

The plaintiffs say there is due to them from the defendant the sum of ninety two dollars & Eighty Cents. on a note given by the defendant as principal and Rodney Pickett dec as his surety payable to Wm Lawrence. twelve months after date and dated September 7th 1852 a copy of which note is hereto attached marked (A). The plaintiffs were compelled to pay and did pay to said Lawrence on the 17th day of October 1854 the sum of ninety two dollars & Eighty cents in full discharge of said note of which the the defendant had notice, and which amounts with interest from October 17th 1854 is due the plaintiffs from defendant, on said claim

2 The plaintiffs further say there is due to them from the defendant the further sum of one hundred and fifty dollars with interest from November 6th 1852 on the defendants note a copy of which is hereto attached marked (B) to Joshua Judy or bearer, and assigned to plaintiffs.

3 The plaintiffs say there is due them the further sum of fifty three dollars & ninety six cents with interest from January 9th 1853 from defendant on his note a copy of which is hereto attached marked (C)

The plaintiffs bring their letters of the Probate court of said County showing their appointment as Executors of Rodney Pickett

The plaintiffs ask judgement against the defendant therefore, for two hundred and ninety six

dollars & seventy six cents with interest on $72.80 from October 1st 1854 on $150. from November 6 1852 and on $53.96 from January 9th 1853

James W Johnson
Pltffs Atty

The state of Ohio Union County ss
S. Mary Pickett do make oath that the state=
ments in the above petition are true as I verily
believe
Mary Pickett

Sworn to before me and subscribed in my pres=
ence this 1st day of ~~August~~ September 1855

Calvin Randall Clerk

Copy (A)
"Marysville September 9th 1852
Twelve months after date we or either of us promise
to pay William Lawrence or order Eighty seven dollars
for value recd of him
$87.00
A S Alexander
Rodney Pickett"

Copy (B)
"Six months after date I promise to pay Joshua Jolly
or bearer one hundred and fifty dollars for value
received with interest. November 6th 1852
A S Alexander"
On the back of this note is signed "Joshua Jolly"

Copy (C) "One day after date I promise to pay to Geo. Cassil
& Mary Pickett Executors of Rodney Pickett dec fifty three dollars
& ninety six cents for value recd with interest from date
Marysville O. January 8th 1853. A S Alexander"

G. A. Capel &
Mary Pickett
Exrs of R. Pickett dec'd
vs
James S. Alexander

Amount claimed
$296,76 with interest
on $92,80 from October
17th 1854 with interest
on $150, from November
6th 1852 & on $53,96
from Janey 9th 1853

Filed Sept. 17th 1853
Saber Randall Clerk

Recorded
J M Robinson
Atty for Pltffs

Received this writ September 1st 1853 and served the
same September 14th 1853 by leaving a certified copy of this
writ at the residence of the within named Defendant Alexander

Fees of serv'd	.35
Copy	.25
Mileage	.05
Return	.10
	.75

William H. Roff Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify James S. Alexander that he has been sued by G. A. Capil & Mary Pickett Exrs of R. Pickett dec'd in the Court of Common Pleas of Union County, and that unless he answer by the Sixth day of October A. D. 1855, the petition of the said G. A. Capil & Mary Pickett Exrs & c against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 17th day of September A. D. 1855.

Witness my hand, and the seal of said court this 1st day of September A. D. 1855.

Faber Randall

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0106

No. 55-CV-106

Union Common Pleas Court.

James C. Hynes
Plaintiff,

AGAINST

Samuel Hynes et al
Defendant.

OCT TERM. 1855

October 1855

Settled.

Journal 5 Page 441

Record No. No Record. Page

Ex. Doc. B Page 142

Law

J. C. Dynes' Exrs
vs
Samuel Dynes
George Dynes &
Robert Welsh

~~4/24~~ p 441
Oct 16
Settled
D. B. 142

~~HHIIII~~

27 226
1,50
~~13 226~~ 1

~~HHIIII~~

113
92
1017
56
237 10.73
226
236.75
$1,276

Robb 91

Randall 225

316

Sheriff & Clerk 220

536

The above costs was
paid Nov. 3d 1855
by P. B. Cole

#226.

Copy of Order

Plaintiff's Counsel to pay Costs of Commission & Stenographer & Examiner's fees, & Costs of Reference and taxing at Dollars Value herein March 30 1857

(Signed) Samuel Dynes
" George Dynes
" Robert Welsh Senr

Philander B Cole
Phillip Queen
Thomas Lindsay
Executors of
James C Dynes
Decd

Defendants a Summary petition
to Compel Executors to pay Legacy
to Complainants & Signed petition for
Monday 11 Obtained Claims Leave to
and twenty dy Dollars ($220) as
interest from decease 30 1855

Petition allowed
for Plaintiff

1, 2

2.520
2.60

2.60

2.536
2.60
2.76

536
576
1112
169
943

James C Dynes
Executors
vs
Petition

Samuel Dynes
George Dynes
& Robert Welsh

Filed Sept. 6th 1855
John Randall Clerk

Costs paid
By P B Cole
$5.36

Nov 3/55

Cole for
$2.60

Court of Common Pleas Union County

Philander B Cole
Philip Snider
Thomas Stalnaker
as Executors of
James C Dynes dec.
Plaintiff

against

Petition

Samuel Dynes
George Dynes
Robert Welsh
Defendants

The plaintiffs say there is due to them as Executors of James C Dynes dec. from Samuel Dynes George Dynes and Robert Welsh the defendants on the ~~night~~ Sunrise morning of the defendants a copy of which is hereto attached the sum of Two Hundred and twenty six Dollars with interest thereon from December 30th AD 1854 Whereupon the plaintiff asks judgment against the defendants for two Hundred and twenty six Dollars with interest from December 30th 1854

P B Cole Atty for Plaintiffs

State of Ohio
Union County ss

P B Cole being duly sworn says that ~~the affidavit~~ he believes the statements of the foregoing petition to be true

P B Cole

Sworn to by P B Cole before me and subscribed in my presence this ~~[illegible]~~ 13th day of April 1855

Saber Randall Clerk

Philander B. Cole
Philip Snider &
Thomas Millings as
Exrs. of James C. Dynes
dec'd
Pltffs

Samuel Dynes
George Dynes &
Robert Welsh

Amount Claimed
$2 26.00
with Interest from
December 30th 1854

Filed September 12th 1855
Saber. Randall. Clerk

P. B. Hole Atty for Pltff
Cost Paid by
Deft

Received this writ September 6th 1855 and served
the same September 8th 1855 by presenting a certified
copy of this writ to the within named Robert Welsh

Fees Service .35
Mileage .05
Copy .24
Return .75

William H. Allen Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Robert Welsh that he has been sued by Philander B. Cole Philip Snider & Thos Stillings as Exrs of James C. Dynes decd in the Court of Common Pleas of Union County, and that unless he answer by the Sixth day of October A. D. 1855 the petition of the said P. B. Cole Philip Snider & Thos Stillings as Exrs of James C. Dynes decd against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 17th day of September A. D. 1855.

Witness my hand, and the seal of said court this 6th day of September A. D. 1855.

Faber Randall

Clerk of the Court of Common Pleas of Union County.

Philander Brooke
Philip Sanicler &
Thomas Allington
Executors of Samuel Dynes dec'd
vs
Samuel Dynes
George Dynes &
Robert McCosh

Amount Claimed
$226.00 with
Interest from
December 30th 1854

Philadelphia 22nd 1855
Lyber Ramacel Clerk
Pro Solo Attorney Pltffs

Received this writ Sept 8th 1855
Served George Dynes by copy delivered in person and served Samuel Dynes by copy left at his residence Sept the 20th 1855

J McGuire Sheriff

Court Fees
4 Cents

Fees 2 services 55
2 copies - 50
27 miles 5, 105
Return 10
220
75
$2,95

The State of Ohio, Union County, ss:

TO THE SHERIFF OF ~~UNION~~ Clark COUNTY, GREETING:

You are commanded to notify Samuel Dynes & George Dynes that they have been sued by Philander B. Cole Philip Snider & Thos Stillings as Exrs of James C. Dynes decd in the Court of Common Pleas of Union County, and that unless they answer by the thirteenth day of October A. D. 1855 the petition of the said P. B. Cole Philip Snider & Thos Stillings as Exrs of James C. Dynes decd against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 24th day of September A. D. 1855.

Witness my hand, and the seal of said court this 6th day of September A. D. 1855.

Jaber Randall

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0107

No. 55-CV-107

Union Common Pleas Court

Thornton Wasson
Plaintiff,

against

Jacob Bowersmith
Defendant.

APR TERM, 1858

Settled at Def's Cost

Journal 6 Page 295

Record No. No Record. Page

Ex. Doc. C Page 246

Thornton Wilson Admr

vs ~~13~~ 12

Jacob Bowersmith

~~35~~ 14

[illegible] page 121

[illegible] at Appeals

[illegible] 1856

Judg. vs Deft pr

costs no error

I. 6 p 295

D. 6, p. 246

Wason Adm.
vs
Bowersmith

Sub. for Defts Wit.

Filed Nov. 4th 1856
Jabez Randall Clerk

Doughty

Received this writ October 27th A.D. 1856
and served the same November 1st A.D. 1856 by
leaving a certified copy thereof at the residence
of Lucb Jenkins.
Levi Jenkins Samuel Bowersmith & David Bowersmith
are not found

Fees. Service	.50
Copy	25
Mileage	60
Return	10
	$1.45

William H. Robb Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION:

We command you to summon Samuel Bowersmith David Bowersmith Levi Jenkins and Jacob Jenkins

to be and appear before the Honorable the Judge of our Court of Common Pleas of said county at the Court House in the town of Marysville, on the 1st day of next term at 10 o'clock, A. M., to testify and the truth to speak on behalf of Defendant in a certain controversy in said court pending wherein Thornton Wasson Admr is Plaintiff, and Jacob Bowersmith Defendant, and he shall in no wise omit under the penalty of the law, and have then there this writ.

Witness my hand and the seal of the said Court at Marysville, this 27th day of October A. D. 1856

Faber Randall

Clerk of Court of Common Pleas of Union county.

Thornton Wafson Adm'r de
vs
Jacob Bowersmith

Petition

Filed Nov. 14th 1835
Jaber Randall Clerk

Hamilton & Lincoln
Attys for Plff

Court of Common Pleas Union County

Thornton Wasson Admr. of
the Estate of Philip Shepard Decd. } Petition
against
Jacob Bowersmith

Thornton Wasson says that there is due to him as administrator of the estate of Philip Shepard Decd. from Jacob Bowersmith on the account for work and labor done by said Philip Shepard a copy of which account is hereto attached the sum of seventeen dollars and twenty five cents with interest from the day of

Whereupon the plaintiff asks judgement against the defendant for seventeen dollars and twenty five cents with interest from the day of

Thornton Wasson being sworn says that he believes the statements of the foregoing petition to be true

Sworn to before me and signed
in my presence this

filed July the 21
1835.

Elec

to July 13 AD 1852 paid to Phillip Shepard for cutting & Pitch pine for Jacob Bonner Smith at Different times ~~$5.00~~

to Boarding said Shepard	$5.00
to two gallon of Molasses	1 50
to pork	4.00
to hogs	4.00
to one days teaming Boarding team & self	2.00
to one days work Boarding self	75
" " " " " "	75
to one half days work	37
to teaming one day & a half	3.00
to one days work	75
to pork	62
to pork	1.00

Jacob Bonner Smith

Therefore Defendant asks. Judgement for the Sum of Twenty Three Dollars and Seventy four cents, against. the Plaintiff. and interest On the same from the thirteenth day of Aug. A D 1852.

S. B. Dwight atty for Defendant.

Jacob Bowersmith being Sworn says. that he believes. the statements of the foregoing Answer. to be. true

Sworn to by Jacob Bowersmith, before me And Subscribed. by him in My presence this day of A D 1856.

Thomas Mason Plaintiff
vs
Philip Shepherd &c
Defendant

Jacob Bowersmith

Answer

Filed Feb. 16th 1856
Saber Rancell Clk

S. B. Dwight atty
for Defendant

Thornton Wasson Administrator } In
Against } Essex
Jacob Bowersmith } Common Pleas.

Answer.

The Defendant, Jacob Bowersmith, comes and defends and says, that he does not owe the said Thornton Wasson as Administrator of the Estate of Philip Shepherd, deceased, as set forth his said petition, and offers the following Claims in evidence, and asks that the Same may be allowed, and Judgment rendered in his favour, for the same.
The following bill of Items in connection with his bill of particulars to wit,

Dr to digging Ditch in the Month of Aug. AD 1852 for sd. Shepherd deceased	~~15,00~~
~~Dr~~ to Boarding said Shepherd, at same	5,00
Dr to 2 gallons Maple Molasses.	1,50
Dr to Pork.	4,00
Dr to Hogs.	4,00
Dr to 1 days teaming and boarding team on self —	2,00
Dr to 1 days work. — 75 cts	75 cts
" to 1 days work — 75 cts	75
Dr to 1/2 days work.	37½
Dr to teaming 1½ days.	3,00
Dr to 1 days work —	75 cts
Dr to pork.	62.
Dr to pork —	1,00
	$23,74

Watson Adm.
vs
Bowersmith

Sub. for Deft., lit.

Doughty for Deft.
Filed March 31st 1857
Saba Randall Clerk

Received this writ March 25th AD 1857
and on the 30th day of March AD 1857 I served
the same by leaving certified copies of this
writ at the residences of David Bowersmith
and Jacob Jenkins.
Samuel Bowersmith & Levi Jenkins are
not found

Fees. Service	50
2 copies	50
Mileage	85
Return	10
	$1.95

J. L. Hawkins, Dpt Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION:

We command you to summon Samuel Bowersmith David Bowersmith Levi Jenkins & Jacob Jenkins

to be and appear before the Honorable the Judge of our Court of Common Pleas of said county at the Court House in the town of Marysville, on the 1st day of next term at 10 o'clock, A. M., to testify and the truth to speak on behalf of Defendant in a certain controversy in said court pending wherein Thornton Wason Admr, Plaintiff, and Jacob Bowersmith Defendant, and he shall in no wise omit under the penalty of the law, and have then there this writ.

Witness my hand and the seal of the said Court at Marysville, this 23 day of March A. D. 1857

Saber Randall

Clerk of Court of Common Pleas of Union county.

Thomas Mann Adm.

vs

Jacob Rosenmutt

Transcript

Filed Sept. 6th 1833

Peter Randall Clerk

Thornton Wasson Admr.
of the Estate of Philip Shepard Dec.
vs
Jacob Bowersmith.

Suit brot to recover pay for work done by Philip Shepard for Jacob Bowersmith in the year 1851. Debt claimed of Defendant Amt. $17,25. Plaintiff filed his bill of particulars on the 16th day of July 1855 and Summons issued for the appearance of Defendant on the 21st day of July A.D. 1855 at 2 Oclock P.M. and delivered to Thomas Wasson Constable Summons returned July 18th 1855 Served by copy left at defendants residence Fee 35 cts July 21st 1855

Justice fee $1,25
Const " 140
Stamps " 300
$5,65
Summons 25 cts
Balta 31 cts

Thomas Wasson Const.

July 21st 1855 2 Oclock P.M. parties met and trial had & William Hays, Thornton Wasson John Black & Levi Jenkins was sworn & examined by me in behalf of the Plaintiff Samuel Bowersmith & Jacob Jenkins & Robert Graham was sworn & examined by me in behalf of the Defendant, David Bowersmith was sworn but not examined and it is considered by me that the plaintiff recover of the Defendant sixteen dollars and twenty five cents ($16,25) and costs which is taxed at five dollars and sixty five cents ($5,65)

This 21st day of July A.D. 1855

Thereupon the Defendant gave Notice of Appeal and executed the following Appeal Bond

In the action of Thornton Watson Admr. of Philip Shepard dec., against Jacob Brownsmith. I James Thompson do acknowledge myself bail for the appellant in the sum of Fifty dollars to be levied of my goods & chattels lands & tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money & costs that have accrued ~~and~~ may accrue in the Court of Common Pleas

Sgnd James Thompson

Aug 23d 1835

~~Taken & signed~~

Executed & acknowledged before me & surety approved this 23d day of July AD 1835 Benjamin Gamble

J. P.

The State of Ohio Union County Millcreek Township

I do hereby certify that the above is a full and true copy from my docket of the proceedings had by and before me at my office in said Township in the above action

Benjamin Gamble J.P.

Justice of the peace of the aforesaid Township

Civil/Domestic Case File

Case No. 1855-CV-0108

No. 55-CV-108

Union Common Pleas Court.

Adam Robinson et al
Plaintiff,

AGAINST

Abr. Kent
Defendant.

OCT TERM. 1853

October 1855

Settled

Journal 5 Page 441

Record No. No Record. Page

Ex. Doc. B Page 142

Adam Robinson Walz
vs
Alexander Kent

Settled &
Costs pd to Cole

no record

p 441 Oct 16
Settled

L B 142

Robb 1,76
Randall 200
Shippell 200
5,76

Nov 30 paid by R.B. Cole

State of Ohio
Union County ss

Adam Robinson being duly sworn says that the statements set forth in the within petition are true as he verily believes

Sworn to before me and subscribed in my presence

Yaber Randall Clerk } Adam Robinson

Sept. 6 1853 –

Adam Robinson Et al.
vs
Alexander Pratt
Morgan Savage &
Margaret Savage
his wife

} Issue a summons to Sheriff of Union ~~Delaware~~ and Delaware Counties, to make returnable according to law, and to Delaware Saturday 3d Monday after sale

and thirty-two 48/100 dollars — Amt claimed two hundred and [illegible] to 10 Oct. 28 1850 $9.75 — 10 Nov 7, 1851, and $35.50 10 April 6 1853.

P. B. Cole Atty

Union Com Pleas
Adam Robinson and others
vs
Alexander Pratt
&
others

Filed Sept. 6 1853
Yaber Randall Clerk

P. B. Cole for Plff

Adam Robinson
Daniel Robinson
Joseph T. Robinson
William McCleurkey
& Harriett his wife
John S. Smart &
Mary Smart his
wife ---- Plaintiffs

Against

Alexander Kent
Morgan Savage
Margaret Savage
his wife
Defendants

Court of Common
Pleas - - -
Union County -
Ohio

Petition

— The plaintiffs say that on or about 28th day of March 1850 the above named Adam Robinson Daniel Robinson Joseph T. Robinson Harriet McCleurkey Mary Smart and Margaret Savage (wife of Morgan Savage) were the only surviving brothers and sisters of Bartlet T. Robinson dec'd, Henry & Samuel Robinson two other brothers having died intestate and without other heirs, then the said plaintiffs above named. — The said Adam Daniel Joseph T. Harriett Mary and Margaret were the heirs at law of the said Bartlet T. as well as of the said Henry & Samuel Robinson and as such heirs had inherited from the said Bartlet the land hereinafter described. The plaintiffs further represent that all said surviving heirs did on or about said 28th day of March 1850, bargain and sell to the said Alexander Kent defendant by title bond the said land which is described as follows

part of Survey No 300 off the N. End of lot No 5, fire Beginning at a black ash and two Sugars thence N. 10 W. 71 3/4 poles to hickory and ash thence S 80 ~~East~~ West 136 poles to two Sugars and ~~and~~ an iron wood, thence 10. E. 73 3/4 poles to Hickory and two Sycamore beaches thence S. 80. E. 136 1/2 poles to begining containing Sixty two acres

Plaintiff further represents that by the terms of said bond said Kent was to pay them four hundred and Sixty five dollars for said land, All of which purchase money has been paid except the notes of which copies are hereto attached and Marked as No 1. 2. 3 & 4 which were payable to the ~~Defendants~~ Plaintiffs as heirs, and the said Joseph G. Robinson as Administrator of the said Bartlet G Robinson dec'd, as shown by said copies but the whole of said notes arose out of the same transaction and were given for the same consideration, The Plaintiffs further represent that the said Morgan Savage was not present at the time of the sale, but the said Margaret his wife was, and signed said bond and concurred fully in the sale, And that the said Morgan on his return home consented to and ratified the same ~~as~~ by positive agreement as well by receiving of the purchase money the greater part coming to him from the said sale, ~~on behalf~~ being on the account of his said wife, The plaintiffs further represent that the said Morgan Savage now refuses to join in the conveyance of said land to the said Kent, although requested so to do by the plaintiffs The other heirs but the plaintiffs in this case have executed a general warranty deed for their interest in said land to the said Kent, and tolde it ready and now here bring it into Court

to be delivered to said Kent so soon as he shall pay the balance of the purchase money. but the said Kent refuses and neglects to pay, ~~and of the said~~ not alleging ~~that~~ the failure of said Savage to convey is a reason for not doing so, Be the said Kent having paid the said Savage the notes given for his share of the purchase as plaintiffs believe, and have no charge. The said Kent simply alleges ~~he~~ as a reason for not paying, ~~that~~ lack of pecuniary ability and at the same time refused to give up the land, although plaintiffs offered to take the same back on equitable terms. said Kent has to pay the key in said land, and plff. commenced to ~~[illegible]~~ as shown by receipt he built plaintiff has paid same for the year 1854. The plaintiffs say there is still due and unpaid on the said purchase money four and Kent as follows, No. 1. payable to Adam Robinson, No 2. payable to ~~Samuel~~ Joseph T. Robinson, No. 3. to Samuel Robinson and No 4 to Joseph T. Robinson as Administrator of Bartlet T. Robinson. All of said Notes amount to Two hundred and thirty ~~[illegible]~~ two ~~[illegible]~~ dollars, with interest thereon from the 25th day of March 1850, less certain payments which were made on said Note No 1, and are as follows Oct. 28 1850 thirty dollars, Feby 7 1851. nine $\frac{75}{100}$ dollars, April 5 1853 thirty five $\frac{50}{100}$ dollars, which will more fully appear by the copy of said indorsements here to attached.

Whereupon the plaintiffs ask for a decree for the ~~[illegible]~~ payment of said notes and said advanced interest, against said Kent less the payments, and for the sale of said premises, to pay the same ~~and the~~ and also pray that the said Savage and wife may be compelled to convey their interest in said premises by good warranty deed.

P B Cole Atty for Plffs

Copy of Notes

No 1. On the first day of October A.D. 1852 I promise to pay Allan Robinson or bearer the sum of forty four Dollars & sixteen & 2/5 cents – with interest for value received (Signed) Alexander Kent

March 25 1850

No 2, on the first day of October A.D. 1852 I promise to pay Joseph T. Robinson or bearer the sum of Forty four dollars and Sixteen & 2/5 cents – with the interest value received,
March 25 1850 (Signed) Alexander Kent

No 3, On the first day of October A.D. 1852 I promise to pay Samuel Robinson or bearer the sum of Forty four dollars and sixteen & 2/5 cents – value received with the interest
March 25, 1850 (Signed) Alexander Kent

No 4. On the first day of October A.D. 1850 I promise to pay Joseph T. Robinson Administrator of Bartlet S. Robinson or bearer, the sum of One Hundred dollars with interest from date value received,
March 28 1850. (Signed) Alexander Kent

Endorsements on last named Note
October 28 1850 Twenty dollars, February 7th 1851 Nine 75/100 dollars
April 5, 1853. Thirty five 50/100 dollars.

Adam Robinson Et, als
vs.
Alexander Kent Et, als.

Amount claimed $232 18/100
with Interest from March
25th 1850 less $20,00 paid
Oct. 18th 1850 $9,75 paid
Oct 7th 1851 $35,50 paid
April 6th 1853

Filed September 12th 1855
Saber, Randall, Clerk

P Zbloh Atty for
Plff

Received this writ September 1st A.D. 1853 and served the same September 11th A.D. 1853 by leaving a certified copy of this writ at the residence of Alexander Kent

Fees Service	.75
Mileage	50
Copy	25
Return	10
	$1.60

William H. Rothrock
Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Alexander Kent Morgan Savage & Margaret Savage his wife that ~~they~~ have been sued by Adam Robinson & others in the Court of Common Pleas of Union County, and that unless the answer by the 6th day of October A. D. 1855 the petition of the said Adam Robinson & others against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 17th day of September A. D. 1855.

Witness my hand, and the seal of said court this 7th day of September A. D. 1855.

Faber Randall

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0109

No. SS-CV-109

Union Common Pleas Court.

C J Barry et al
Plaintiff,

AGAINST

J C Eaton
Defendant.

OCT TERM. 1857

JUDGMENT VS DEFENDANT

$3 00 38

Journal 5 Page 433

Record No. 7 Page 239

Ex. Doc. B Page 98

A. S. Barry &
Catharine Hickey
vs
O. C. Eaton

Oct 16 - 1895 - p433
$500.38

for Record

Cost bill made

D. B. 98

Recorded in book 7
page 239 & 40

91

Planocale 4,10

411,07
006
2952 42
16569
16569
331380
497,13
1540,56

A J Barry
Catharine Hickey
vs
O. C. Pater

petition

Issue summons according to Cond
"Amt claimed
$1497,07 with interest
from Sept 7th 1855
J W Robinson
Atty

Filed Sept. 8th 1855
Peter Randall Clk

Recorded

JWR

A J Barry
Catharine Hickey
plaintiffs

agst

O. C. Eaton defendant

Court of Common Pleas
Union County Ohio
petition

The plaintiffs says that they sold to the defendant certain real Estate in said county and took therefor a note on the defend a note calling for five hundred and three dollars & sixty cents with interest from date and dated April 1st 1854, payable to A J Barry for the use of Catharine Hickey, on which note there is paid September 7th 1855 the sum of fifty dollars and the ballance remains unpaid and due. said note is now misplaced and for that reason a copy thereof cannot be given herewith. The plaintiffs say there is due them from the defendant on said note the sum of four hundred and ninety seven dollars and seven cents with interest from September 7th 1855

The plaintiffs therefore ask judgement agst defendant for said sum of four hundred and ninety seven dollars & seven cents with interest from September 7th 1855

James W Robinson
Pltffs Atty

The state of Ohio
Union County ss

I James W Robinson being duly sworn do say I am plaintiffs Atty in this behalf and ~~defendants~~ PltfS resident of the state of Ohio and are not now in the same and the statements in above petition are true as I believe

J W Robinson

Sworn to and subscribed in my presence by J W Robinson Sept 8th 1855
Baker Randall Clerk

A. J. Barry &
Catharine Hickey

vs.

O. C. Eaton

Amount Claimed
$497.07 with
Interest from
Sept. 7th 1855

Filed Sept. 17th 1855
Gaber Randall Clerk

J. W. Robinson
Atty for Plff

Recorded

Received this writ Sept. 13th 1855 and served the same September 17th 1855 by leaving a certified copy of this writ at the residence of the within named O. C. Eaton.

Fees Service	35
Copy	25
Mileage	05
Return	10
	1.75

William H. Orth Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify O. C. Eaton that he has been sued by A. J. Barry & Catharine Hickey in the Court of Common Pleas of Union County, and that unless he answer by the Sixth day of October A. D. 1855 the petition of the said A. J. Barry and Catharine Hickey against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 17th day of September A. D. 1855

Witness my hand, and the seal of said court this 8th day of September A. D. 1855

Jaber Randall

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0110

B425

No. 55-CU-110

Union Common Pleas Court.

David Beardsley
Plaintiff,

AGAINST

Martha Beardsley
Defendant.

OCT TERM. 1855

DECREE FOR PLAINTF

Journal 5 Page 432

Record No. 7 Page 234

Ex. Doc. 13 Page 100

David Beard et al,
Admrs of Andrew H. Beard dec'd
vs
Martha Beard et als

Cost bill made & for Record

Oct. 16th 1832

Judgement vs Plffs for costs

D. B. 1/2

Recorded - Rec. No 7
p 236

Notes
Elsie Randall

Robt 16
Randall 430

No. 55-CV-96

CLERK'S OFFICE
UNION COUNTY, OHIO

Bennett

Plaintiff

VS.

Bennett

Defendant

Received papers in the above entitled Case.

Date Received	Date Returned	NAME
9/7-29		Dunn
		1865

Don't take this Card away. Leave in Filing Box.

made defendants to this bill and upon or prior hearing hereof the said defendants be authorized to have said contract completed by the executors and in default to pay to said purchasers for said land, all other proper relief

James B McPherson
Solr for Pltffs

David Beard et al
Admrs of
Andrew H Beard dec
v
Martha Beard et als

petition to complete contract

Filed Sept. 8th 1853
Saber Ransdell Clk

Recorded

JWR

David Beard and
James Robinson Adm'rs
of Andrew H Beard dec'd
vs
Martha Beard, et als

Union County, Ohio
Court of Common
Pleas
Petition to complete
Contract pch. Estate

David Beard and James Robinson, say they are the Administrators duly appointed of the Estate of Andrew H Beard dec'd and that prior to his death, said Andrew H Beard sold by title Bond to John Fleck and William Clevinger the following real Estate situate in said county in survey No described as follows, to wit Beginning at a White Oak in the line of James Beard, thence N. 53. E. 251 poles to a stake in the line of James Robinson, thence with said line N. 37, W 35 poles to a sugar, corner to Hyram Dodge thence with said line S. 53 W. 254 poles to a stone corner to James Beard, thence with said line S. 54 E. 35 poles to the Beginning, containing fifty five acres & 87 poles more or less — Said Contract was made April 18th 1853 for the sum of nine hundred and thirty four dollars & ninety five cents which sum has been paid by said purchasers & they are entitled to a deed of Conveyance for the same

Said decedent left as his widow Martha Beard, and his sole heirs, Martha Taylor Beard, Samuel Dickie Beard and one other infant Child which is not named.

The said Administrators ask that said Widow and said heirs of said decedent be

The state of Ohio Union County ss

I. David Beard being duly sworn do say that on the 27 day of September AD 1833 I handed to Each of the within named defendants a true copy of the within notice

David Beard

sworn to and subscribed before me this [illegible] day of ~~September~~ October AD 1833

Templeton Liggett JP

Adm.rs of Andrew N Beard dec

vs

Martha Beard et al

Notice to defendants

Original

Filed October 1st 1833

Calen Ronnase Clerk

Recorded

Martha Beard. Martha Taylor Beard, Samuel Dickie Beard and the youngest child of Andrew H Beard dec^d not named

You are notified that on the 8th day of September AD 1855 David Beard and James Robinson Administrators of Andrew H Beard dec^d filed a petition in the Court of Common Pleas of Union County Ohio against you to obtain the authority of said court to make a deed to John Fleck and William Clevinger for the following real Estate situate in said County beginning at a White Oak in the line of James Beard. thence N. 53. E. 25 1/2 poles to a stake in the line of James Robinson's land. thence with said line N. 37. W. 35 poles to a sugar. corner to Hyram Dodge. thence with said line. S. 53. W. 254 poles to a stone. corner to James Beard. thence with said line S. 54 E 35 poles to the beginning containing fifty five acres and 37 poles more or less Who purchased the lot from Andrew H Beard dec^d

At the October Term of said Court AD 1855 the petitioners will ask an order accordingly

James W Robinson
Atty for petitioners

Action of
Andrew H Beard dec'd
vs
Martha Beard et al

Answer

Filed Oct. 16th 1833
Zaber Randall Clerk

Recorded

David Beard &
James Robinson Admrs of
Andrew H Beard ~~decd~~ } Petition
vs
Martha Beard et als

John B Coats now comes and as guardian ad litem of the infant defendants in said petition, for answer as such says the said infant defendants are of tender age and he therefore demands proof of the allegations in said petition set forth

Oct 16th 1855

John B Coats

D 13, 100

UNION COMMON PLEAS.

David Beard et al, Admrs

vs.

Martha L. Beard et al

Fi. Fa. Lev. Fa. for costs.

Plaintiff's Cost. $ 4.46

Defendant's Cost, $ 000

This Writ 70

Recorded

To A. D. 18

Att'y.

Returned and Filed March 5th A. D. 1860

John Randall Clerk.

Rec'd this writ 1st day of December AD 1859

This is a valid without making levy

fee service 55

Mileage 50

return 10

$1,15

Abraham Wiley Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, in a certain action of _____ lately prosecuted in our Court of Common Pleas within and for the said County of Union, wherein David Beard & other Admrs of Andrew H Beard dec'd

plaintiffs, and Martin Beard Et, al,

defendant, the costs of said Plaintiffs were taxed at Four dollars, and forty six cents,

YOU ARE THEREFORE COMMANDED, that of the goods and chattels, or for want of goods and chattels; of the lands and tenements of the said David Beard Et, al, Admrs of Andrew H. Beard dec'd

in your county, you cause to be made the cost aforesaid, and costs that may accrue. And of this writ make due return in sixty days; hereof fail not at your peril, and have you then there this writ,

Witness my hand and Seal of the said Court, at Marysville this 1st day of December A. D. 1859

Taber Randall Clerk,

of the Court of Common Pleas, Union County.

Civil/Domestic Case File

Case No. 1855-CV-0111

V B-425

No. 55-CU-111

Union Common Pleas Court.

David Beardsel
Plaintiff,

AGAINST

Martha Beardsel
Defendant.

OCT TERM. 1855

DECREE FOR PLAINTF

Journal 5 Page 432

Record No. 7 Page 236

Ex. Doc. 13 Page 102

David Beard v other
Admr. of Andrew H Beard
vs
Martha Beard et als

Cost bill made
& for record

D. B. 100

p 432 Oct. 16 1855

Recorded

Rec. No 7. p 234

and upon hearing the return shall be satisfied to execute the said Purchasers a deed in fee simple for said real Estate & other proper relief

Pr Robinson
Pltfs Atty

Laurd Beard &c
Adm of Andrew H Beard
vs
Martha Beard et als

petition to complete Real Contract

Filed Sept 8th 1855
Saber Randall Clerk

Recorded

JW R

(1)

David Beard and James Robinson Adm.rs of Andrew H Beard dec.d
vs
Martha Beard et als

Union Common Pleas Court
petition to complete real contract

The petitioners say they are the Administrators of the Estate of Andrew H Beard dec.d duly appointed and qualified by the probate court of said county. That heretofore and prior to his decease, Andrew H Beard made his binding contract with Samuel Schaffer, to convey to said Shaffer by warranty deed the following real Estate situate in said county described as follows being in survey No.
Beginning at two small ashes and hickory South East Corner of said tract, thence with the line of James Robinson Jur. bind. S. 53. W. 175 poles to a hickory & water Beech in the west line of said survey, thence with the survey line N. 36. W 94½ poles to a White ash sugar and water beech, thence N 53. E. 176½ poles to two White ashes and hickory, thence S. 35 E. 94 poles to the begining

That the purchase money for said real Estate has been fully paid but decedent did not execute and deliver to said purchaser a deed of conveyance for the same

The said Administrators say that said decedent left Martha Beard his widow and Martha Taylor Beard, Samuel Dickie Beard who are infants and another infant child which is without name, his sole heirs at law

Said Administrators ask that said widow & heirs be made defendants hereto

The state of Ohio Miami County ss

I David Beard being duly sworn, do say that on the 27th day of September AD 1855 I handed to each of the within named defendants a true copy of the within notice.

David Beard

sworn to and subscribed before me this 1 day of Oct 1855

Templeton Leggett
J.P.

(2)

Abner F. Andrews & Beard
vs
Martha Beard et al

Notice to defendants

Original

Filed October 1st 1855
John Mercer Clk

Recorded

Martha Beard, Martha Taylor Beard
Samuel Dickie Beard and the youngest child of
Andrew H Beard dec^d not named

You are notified that on the 8th day of September AD 1855 David Beard and James Robinson Administrators of Andrew H Beard dec^d filed a petition in the court of Common Pleas of Union County Ohio against you to obtain the authority of said court to make a deed to Samuel Schaffer for the following real estate situate in said County described as follows, Begining at two small ashes and hickory South East Corner of said tract, thence with the line of James Robinson Jr's land S. 53. W. 175 poles to a hickory and Water Beech in the west line of the survey, thence with the survey line N. 36. W. 94½ poles to a white ash, sugar and water beech, thence N. 53. E. 176½ poles to two White ashes and hickory thence S. 35. E. 94 poles to the begining being the land sold to said Schafer by Andrew H Beard previous to his death

At the October Term 1855 of said Court an order will be asked for by the petitioners as above set forth

James W Robinson
Att^y for petitioners

Adm.rs of
Andrew H Beard dec'd
vs
Martha Beard et al

Answer

Filed Oct 16th 1855
Zaba Randall Clerk

Recorded

David Beard &
James R Chism Adm^r
of Andrew H Beard dec^d } Answer
vs
Martha Beard et als

John B Coats now comes & as guardian ad litem of the infant defendants in said petition mentioned and for answer as such says the said infant defendants are of tender age and he therefore demands proof of the allegations in said petition set forth

Oct 16th 1855

John B Coats

D. B. 102

UNION COMMON PLEAS.

David Beard et al, Admrs &c,

vs.

Martha Beard et, als,

Fi. Fa. Lev. Fa. for costs.

Plaintiff's Cost, $ 4 46

Defendant's Cost, $ 2 00

This Writ 70

Recorded

To A. D. 18

Att'y.

Returned and Filed 5th March A. D.

1860 Jabez Randall Clerk.

Rec'd this writ on the 1st Day of December AD 1859

This writ was executed without mileage by

Levy 55

Mileage 50

Abraham Miller Sheriff

Return $1.15 10

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, in a certain action of _____ lately prosecuted in our Court of Common Pleas within and for the said County of Union, wherein David Beard et al Admrs of Andrew H. Beard decd vs

plaintiffs, and Martha Beard et al,

defendant, the costs of said David Beard et al Admrs, vs Plffs, were taxed at Four dollars, and forty six cents.

YOU ARE THEREFORE COMMANDED, that of the goods and chattels, or for want of goods and chattels; of the lands and tenements of the said David Beard et al, Admrs as aforesaid

in your county, you cause to be made the cost aforesaid, and costs that may accrue. And of this writ make due return in sixty days; hereof fail not at your peril, and have you then there this writ.

Witness my hand and Seal of the said Court, at Marysville this 1st day of December A. D. 1859

Taber Randall Clerk,

of the Court of Common Pleas, Union County.

Civil/Domestic Case File

Case No. 1855-CV-0112

No. 55-CV-112

Union Common Pleas Court.

John G. Gwinner
Plaintiff,

AGAINST

A. B. Cole
Defendant.

APR TER. 1853

Dismissed

Journal 6 Page 25

Record No. No Record. Page

Ex. Doc. B Page 258

Law ~~B~~ 59

John G. Werner
vs
P. B. Cole

L. 6, April 2d 1836

Dismissed at
Plffs cost
Judgt. for cost

D. B. 258

No record

Scheiff — 1,07
Clerk 2,80

John G Twenn

vs

P B Cole

petition

Filed Sept. 15th/833

Saber Randall Clerk

John George Zwerner
plaintiff
ags
Phleander B Cole
defendant

Union County Ohio
Court of Common Pleas
petition

The plaintiff says that in the spring time of the year AD 1853. the exact date not recollected the defendant erected a crossing the run running through the village of Marysville in said county and adjoining to Lots No. 1 and 12. and 13 in said village, a dam in such manner as to flow the water back upon and over said lots 1 and 13 and continues to overflow said lots 1 and 13 at all times when there are small rains and by means of such overflowing. said lots are much reduced in value. The plaintiff says he is the owner of and is possessed of said lots and has been for the last three years and the same were valuable to the plaintiff previous to the spring of AD 1853 but since that time they have been rendered entirely useless to the plaintiff on account of the over flowing of the same with the water from said run by the erection and keeping up of said dam by the defendant

The plaintiff has frequently complained of said overflowing to the defendant and requested him to remove the same, and has torn the same away but the defendant continues to keep the same up without right or authority and refuses to compensate the plaintiff for his damages sustained by said overflowing of his said lots with water and washing away his fences off of said lots

The defendant has damaged the

plaintiff the sum of one hundred and five dollars by means of said overflowing of his said lots and

Whereupon the plaintiff asks judgment agst the defendants for the sum of one hundred and five dollars & interest from this date

J W Robinson
Plffs Atty

The state of Ohio
Mun County ss
John George Zwerner being duly sworn says he believes all the statements above made in this petition are true Johann Georg Zwerner.

Sworn to before me & in my presence subscribed by John George Zwerner this 29th day of Sept 1855
Taber Randall Clerk

John George Zwerner
vs
Phalander B Cole } Mun in Com. Pleas

Issue summons for Phalander B Cole according to law
And claimed $105.00 for damages for overflowing lots in Manyonee of the plaintiff —
J W Robinson

To the clerk of Mun Com Pleas
Sept 15th 1855

John G. Zwerner
vs
P. G. Cole

Amount claimed
$105 00/100 for damages
for overflowing lots
in Manville of the
Plaintiff

Filed Sept. 24th 1835
Lewis Ramsdell Clerk

J. W. Robinson
Atty for Plff.

Received this writ September 15th A.D. 1835 and served
the same September 21st A.D. 1835 by presenting a certified
copy of this writ to R. B. Cole

Fees. Service	35
Copy	25
Mileage	65
Return	
	$1.25

William H. Rodd Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify P. B. Cole that he has been sued by John George Zwerner in the Court of Common Pleas of Union County, and that unless he answer by the thirteenth day of October A. D. 1855, the petition of the said John George Zwerner against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 24th day of September A. D. 1855.

Witness my hand, and the seal of said court this 15th day of September A. D. 1855.

Faber Randall

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0113

No. 55-CV-113

Union Common Pleas Court.

L H Lee

Plaintiff,

AGAINST

J S Alexander

Defendant.

OCT TERM. 1850

JUDGMENT VS DEFENDANT

$215-34

Journal 5 Page 448

Record No. 7 Page 250

Ex. Doc. B Page 24

L. H. Lee
vs
J. S. Alexander &
Jas. Sayton

for Record
Cost bill made

Oct 17 p. 448
$215,34

D. B. 14

Recorded B. 7, p 251

$\frac{74}{8}$

41

41

RS | 3 | 01 $\frac{00'3}{7}$

001

71

IIIIII

IIIIII

Ramoall 4,30

10242
10092
209,34
12.00
21534

50
42
92

L H Lee
vs
J. S. Alexander &
Joseph Sayton

Filed Sept 15th 1855
Gaber Randall Clerk

Recorded

Brown

L. H. Lee, Pltff.
vs
J. S. Alexander & Joseph Saxton, Defts

Court of Com. Pleas of Union County Ohio

Petition

L. H. Lee, Plaintiff, says there is due him from J. S. Alexander & Joseph Saxton, Defts on the promissory note of the said J. S. Alexander & Joseph Saxton, a copy of which is hereto attached (marked (A)) the sum of one hundred Dollars, with interest from the 21st day of May A.D. 1854

The said Pltff says that there is due him from the said Defts J. S. Alexander & Joseph Saxton, on the promissory note of the said J. S. Alexander & Joseph Saxton, a copy of which is hereto attached (marked B) the further sum of one hundred Dollars with interest from the 21st day of August A.D. 1854

The Plaintiff therefore asks judgment against the said J. S. Alexander & Joseph Saxton for two hundred Dollars with interest as aforesaid.

Thos. Brown, Pltff's Atty.

The State of Ohio, Union Co. ss

Cyrus Phelps, being sworn says that he is the agent of L. H. Lee the Pltff, that this action is founded upon written instruments for the payment of money only, and that such instruments are in the possession of said Cyrus Phelps. He further says that he believes the statements in the foregoing Petition to be true. C. A. Phelps

Sworn to before me & subscribed by C. A. Phelps in my presence this 15th day of Sept. 1855 Jabez Randall Clerk

Copy of note ~~[illegible]~~ "C"

"Six months after date we or either of us promise to pay L. H. Lee or bearer one hundred Dollars for value recd of him.

$100.00. Marysville Nov. 21st 1853.

J. S. Alexander
Joseph Saxton"

Copy of note (73)

"Nine Months after date we or either of us promise to pay L. H. Lee or bearer one hundred Dollars for value recd of him

$100.00. Marysville Nov. 21st 1853

J. S. Alexander
Joseph Saxton"

L. H. Lee Pltff.
vs
J. S. Alexander & Joseph Saxton } Defts

Issue a summons returnable according to law.
Amount claimed $200.00 and interest on $100. from the 21st day of May 1854 and interest on $100. from this 21st day of Aug. 1854

Thos. Brown Pltffs Atty.

L. H. Lee
vs
L. D. Alexander &
Joseph Dayton

Amount Claimed
$200 with Interest
on $100, from 21st
may 1854 & Interest
on $100, from 21st
of August 1854
Filed Sept 24, 1855
Saler Randall Cl. K

Brown
for Plff

Recorded

Received this writ September 15th 1855 and served the same September 21st 1855 by leaving a copy of this writ at the residence of each of the within named defendants

Fees Service	35
2 Copies	50
Mileage	05
Return	10
	$1.20

William H. Roth Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify S. S. Alexander & Joseph Sayton that they have been sued by L. H. Lee in the Court of Common Pleas of Union County, and that unless they answer by the 13th day of October A. D. 1855, the petition of the said L. H. Lee against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 24th day of September A. D. 1855.

Witness my hand, and the seal of said court this 15th day of September A. D. 1855.

Saber Randall

Clerk of the Court of Common Pleas of Union County.

Filed Oct 18th 1855
John Randolph Clerk

Filed Oct 18th 1833
Fred Hylton Randolph Clerk

pe Alexander
Note
$200.00

Six Months after date we or either of us promise to pay L. H. Lee or bearer one hundred dollars for value recd of Him

$100.00 Marysville Va. 21st 1853

G. C. Alexander
Joseph Saxton

Nine Months after date we or either of us promise to pay L. H. Lee or bearer one hundred dollars for value recd of Him

$100.00 Marysville Va. 21st 1853

G. C. Alexander
Joseph Saxton

Received this writ January 17th AD. 1856
and served the same February 10th AD. 1856 and
levied on thirteen acres of corn and fodder in the shock
and about four hundred bushels of corn in the crib
Advertised said property for sale at least ten days in the
Marysville Tribune a newspaper Published and in general
circulation in Union county but before the time of sale L. S.
Alexander paid two hundred & thirty three dollars and
twenty eight cents it being the amount of debt and costs in this case

Fee. service	55
levy	35
Mileage	05
Advertisement	25
Return	10
Printers fee	1.00
Poundage	4.56
	$6.86

William H. Robb Sheriff

J. M. Lee
J. P.
J. J. Alexander
Joseph Porter
Dr.
Bal. $915.15
Costs 5.65
Interest 70

Office March 8th 1856
State Treasurer Ohio
Received
Return for Pay

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Union COUNTY, GREETING:

Whereas, at the **Court of Common Pleas** *of the county aforesaid, begun and held at the court house in the town of Marysville, on the* 17th *day of* October *A. D.* 1855,

L. H. Lee *recovered against*

J. S. Alexander & Joseph Sayton

as well as the sum of two hundred & fifteen *dollars and* thirty four *cents for* his *debt, as the sum of* _____ *dollars and* _____ *cents, for* _____ *damages; as also the sum of* $5,66 *for* his *cost and charges in that behalf expended, as of record is manifest.*

You are therefore commanded, that of the goods and chattels, and for the want *thereof, of the lands and tenements of the said* J. S. Alexander & Joseph Sayton

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 17th *day of* October *A. D.* 1855 *until paid, also the sum of* $0,70 *the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.*

Hereof fail not at your peril, and have then there this writ.

Witness TABER RANDALL, *Clerk of said Court,*

at the Court House aforesaid, this 17th *day of* January *A. D.* 1856.

Taber Randall Clerk.

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Civil/Domestic Case File

Case No. 1855-CV-0114

No. 55-CV-114

Union Common Pleas Court.

Murfey Benedict & Co
Plaintiff,

AGAINST

John Gibson
Defendant.

OCT TERM. 1855

JUDGMENT VS DEFENDANT
46-5

Journal 5 Page 456

Record No. 7 Page 252

Ex. Doc. 13 Page 92

Law 95

Murfey Benedict & Co.

vs

John Gibson

Cost bill made & for record

Oct. 18 – p 456

$ 45,55

D B 92

Recorded in book 7 pages 232 & 3

Robb 16
Randall 4,10

Moses Benedict, &c
vs
John Gibson } Issue summons

returnable according to law.

Amount claimed $142.05 and interest from May 24th 1855 at ten per cent

Hamilton & Lincoln
Sept. 15th 1855 – Att'ys for Plffs

Filed Sept. 15th 1855
Salter Randall Clerk

Hamilton & Lincoln

Recorded

Acknowledge myself bail for costs
Fees of Mr. Olney 1.00

Court of Common Pleas Union County

Murfey Benedict & Co plaintiffs
against } Petition
John Gibson defendants

Murfe Benedict & Co plaintiffs say there is due to them from John Gibson defendants on the promissory note of the said John Gibson payable to the order of Lee & Mc Creight and indorsed to the plaintiff a copy of which note and indorsements is hereto attached the sum of One hundred & forty two & $\frac{5}{100}$ dollars with ten per cent interest from ~~date~~ 24th day of May 1855

Whereupon the plaintiff asks judgement against the defendants for One Hundred & forty two $\frac{05}{100}$ dollars with interest from the 24th day of May 1855

Hamilton & Lincoln attys for plffs

Union County

Geo Lincoln being sworn, says that he is one of the Attorneys for the Plaintiffs and that they are not residents of this County, that the above mentioned note is in his possession ~~and that he in consequence of~~ therefore the Plaintiffs being unable to make oath to the above petition further says that he believes the statements of the forgoing Petition to be true

Sworn to before me and signed in my presence this 15th day of Sept. 1855 } Geo Lincoln
Zaber Randall Clerk

Copy of note & indorsements

$142,05 Marysville May 24th 1855

One day after date I promise to pay to the order of Lee & Mc Creight One Hundred & Forty Two & $\frac{05}{100}$ dollars For value received with ten per ct interest from date

John Gibson

Pay to Murfe Benedict & co or order
Lee & Mc Creight

Murfey Benedict & Co,
vs
John Gibson

Amount claimed
$142,05 with Interest
at ten per cent from
24th May 1835

Recorded

Hamilton & Lincoln
for Plff,

I acknowledge service of the within
Summons and cite my appearance
Sept 19th 1837
John Gibson

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify John Gibson that he has been sued by Murfey Benedict & Co, in the Court of Common Pleas of Union County, and that unless he answer by the 13th day of October A. D. 1855 the petition of the said Murfey Benedict & Co, against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 24th day of September A. D. 1855.

Witness my hand, and the seal of said court this 15th day of September A. D. 1853.

Saber Randall

Clerk of the Court of Common Pleas of Union County.

D. B. 92

Murfey Benedict & Co.
vs
John Gibson

Debt	$45,55
Costs	4,26
This writ	70

1856

Hamilton & Lincoln
Atty for Plff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Union COUNTY, GREETING:

Whereas, at the **Court of Common Pleas** *of the county aforesaid, begun and held at the court house in the town of Marysville, on the* 18th *day of* October *A. D.* 1856, Murfey Benedict & Co.

recovered against

John Gibson

as well as the sum of forty five *dollars and* fifty five *cents for* their *debt, as the sum of*

~~*dollars*~~ *and* ~~*cents*~~, *for*

~~*damages*~~; *as also the sum of* $ 4,26 *for* their *cost and charges in that behalf expended, as of record is manifest.*

You are therefore commanded, that of the goods and chattels, and for the want thereof, of the lands and tenements of the said John Gibson

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 18th *day of* October *A. D.* 1856 *until paid, also the sum of* $ 0,70 *the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.*

Hereof fail not at your peril, and have then there this writ.

Witness **TABER RANDALL**, *Clerk of said Court,*

at the Court House aforesaid, this 4th *day of* June *A. D.* 1856.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Civil/Domestic Case File

Case No. 1855-CV-0115

No. 55-CV-115

Union Common Pleas Court.

Murphey Benedict & Co
Plaintiff,

AGAINST

Joshua Judy
Defendant.

OCT TERM. 1855

JUDGMENT VS DEFENDANT
$159 60

Journal 6 Page 436

Record No. 7 Page 251

Ex. Doc. B Page 88

Murfrey Benedict Ex,
vs
Joshua Judy

for Record
Cost bill omitted

D B 88

Recorded B7 p257

Mohr
Randall 4,20

Recorded

Murfey Benedict & co
vs
Joshua Judy } Issue summons

returnable according to law,
Amount claimed $179,19
with ten per cent interest from
June 1st 1855 less a payment
of $23,25 made June 28th
1855

Sept 15th 1855

Hamilton & Lincoln
Attys for Plffs

Filed Sept 15th 1855

Saber Randall Clerk

Hamilton & Lincoln

A acknowledge myself bail for costs
Geo. W. Adsley

Court of Common Pleas Union County

Murfey Benedict & co plaintiff
against
Joshua Judy defendant

Petition

Murfey Benedict & Co plaintiffs say there is due to them from Joshua Judy defendant, on the promissory note of the said Joshua Judy payable to the order of Lee & Mc Creight, and indorsed to the plaintiffs. a copy of which note and indorsement is hereto attached, the sum of One hundred seventy nine & $\frac{19}{100}$ dollars with ten per cent interest from date of said note less a payments of Twenty three dollars 25 cents made June 28th 1855

Whereupon the plaintiffs ask judgement against the defendants for One hundred seventy nine $\frac{19}{100}$ dollars with interest from from the first ~~day~~ of June 1855 less the payment above stated of Twenty three dollars 25 cents

Hamilton & Lincoln Att'ys for pltff

Union County ss

George Lincoln being sworn, says that he is one of the Att'ys for Plaintiffs and that they are not residents of this county ~~and~~ that the above mentioned note is in his possession in consequence of which the Plaintiffs are unable to make oath to above Petition and that he believes the statements of the foregoing petition to be true,

Geo. Lincoln

Sworn to before me
and signed in my presence
this 15th day of Sept 1855
Luber Randall Clerk

Copy of note and endorsement

$179 $\frac{19}{100}$ June 1st 1855

One day after date I promise to pay to the Order of Lee & Mc Creight One hundred seventy nine $\frac{19}{100}$ dollars. For value Received with ten per cent, interest

Joshua Judy

June 28th 1855 — Rec'd on the within Twenty three $\frac{25}{100}$ $23,25

Pay to Murfey Benedict & co or order.

Lee & Mc Creight.

Murfey Benedict & Co,
Ves.

Joshua Judy

Amount claimed
$179 19/100 with ten
per cent from June
1st 1855 less a
payment of $23,25
made June 28th 1855

Recorded

Hamilton & Lincoln
Attys for Plffs

Acknowledge service of the within summons
and enter my appearance
Sept. 15th 1855

Joshua Judy

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Joshua Judy that he has been sued by Murfey Benedict & Co in the Court of Common Pleas of Union County, and that unless he answer by the 13th day of October A. D. 1855 the petition of the said Murfey Benedict & Co against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 24th day of September A. D. 1855.

Witness my hand, and the seal of said court this 15th day of September A. D. 1855.

Jaber Randall

Clerk of the Court of Common Pleas of Union County.

Received this writ December 3 A.D. 1855
Served this writ January 3 A.D. 1856 and
received of L. Judy the sum of $150, dollars,
January 15th levied on one roan mare and
advertised the same according to law in the Maysville
Intelligencer but before the day of sale Joshua Judy
Paid the remainder of the debt and costs

Fees service	35
Levy	35
Advertisement	25
Painters fee	4.00
Mileage	.10
Return	.20
Poundage	3.34
Retained my fee	$ 5,59

William H. Robb Sheriff

A.D. 82

Murphy Dimmitt & Co
Joshua Judy
vs $ 157,60
Costs 4,36
Interest .70

Office Aug 21st 1855
Sale Dimmitt Ex.
Levied

Hamilton & Smith
Atty for Pltf

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Union COUNTY, GREETING:

Whereas, at the Court of Common Pleas of the county aforesaid, begun and held at the court house in the town of Marysville, on the 16th day of October A. D. 1855,

Murfey Benedict & Co, recovered against

Joshua Judy

as well as the sum of One hundred & fifty nine dollars and Sixty cents for their debt, as the sum of dollars and cents, for damages; as also the sum of $4,36 for their cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods and chattels, and for the want thereof, of the lands and tenements of the said Joshua Judy

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 16th day of October A. D. 1855 until paid, also the sum of $ the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.

Hereof fail not at your peril, and have then there this writ.

Witness TABER RANDALL, Clerk of said Court,

at the Court House aforesaid, this 3d day of December A. D. 1855.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Civil/Domestic Case File

Case No. 1855-CV-0116

No. 55-CV-116

Union Common Pleas Court.

S. C. Lee Admr

Plaintiff,

AGAINST

Wm D Jenkins

Defendant.

OCT TERM. 1855

JUDGMENT VS DEFENDANT

$219 22,

Journal 5 Page 457

Record No. 7 Page 254

Ex. Doc. 13 Page 20

Filed 17

S. C. Lee Admr
vs
Wm D Jenkins

$219, 25

Cost bill made
& for record

Cost, 18 p 457

D. B, 90

Recorded B 7 p 254

Union Com Plas

Saml. C. Lee adm

vs

Wm. D. Jenkins

Petition

Filed Sept. 15th 1855

Jabez Randall clerk

Recorded

J Brown

Samuel C. Lee Petitioner

vs Lee Lewis = Pltff

and

Wm. D. Jenkins defendant

Petition a summons returnable according to law.

Court, Claim $185.35.

Int. interest from the 21st day of December 1853.

Thos. Brown

Atty for Pltff.

Samuel C. Lee adm^r of C. Lee dec^d — Pltff.
vs
Wm. D. Jenkins, Deft

Court of Com. Pleas of Union Co. O.

Petition

Saml C. Lee, Administrator of the estate C. Lee, late of Union County dec^d, Pltff, says there is due said estate from Wm. D. Jenkins Deft, on the promissory note of the said Wm. D. Jenkins, a copy of which is hereto attached the sum of one hundred and eighty five dollars & thirty eight cents, with interest at ten per cent from December 21st 1853

Whereupon the Plaintiff asks judgment against the said Wm. D. Jenkins for one hundred and eighty five dollars and thirty eight cents with interest at ten per cent from the 21st of December 1853,

Thos Brown, Pltff's Atty

The State of Ohio Union County ss

Saml C. Lee, being sworn says that he believes the statements in the foregoing Petition to be true.

Saml C. Lee

Sworn to by Samuel C. Lee, before me and subscribed by him in my presence, this Sept 15th 1855.

John Randall Clerk

Copy of note

"I promise C. Lee or bearer one hundred eighty five dollars & thirty eight cents, with ten per cent interest, for value recd. Dec 21st 1853."

Wm. D. Jenkins

Samuel C. Lee Admr.
of C. Lee dec
vs
Wm. D. Jenkins

Amount claimed
$185 38/100 with Interest
from the 21st day of
December 1853

Filed Sept. 24th 1853.
Jaber Randall Clerk
Recorded

Brown
for Plff

Received this writ September 15th A.D. 1853 for service
the same September 24th A.D. 1853 by delivering a
certified copy of this writ to the within named
Wm. D. Jenkins

Fees Service .35
Cop .25
Mileage 50
Fees 1.10
$1.20 Williams & Robertson Sheriffs

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Wm D, Jenkins that he has been sued by Samuel C. Lee admr of C. Lee dec'd in the Court of Common Pleas of Union County, and that unless he answer by the 13th day of October A. D. 1855 the petition of the said Samuel C. Lee Admr of C Lee dec'd against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 24th day of September A. D. 1855.

Witness my hand, and the seal of said court this 15th day of Sept. A. D. 1855.

Jabez Randall

Clerk of the Court of Common Pleas of Union County.

Filed Oct. 18th 1855
Saber Randall Clerk

Sued

Wm Lanthorn
#1855,138

Due C Lee or bearer one hundred eighty five dollars & thirty eight cents with ten per cent interest for value Recd Dec 21st 1853

Wm. D. Jenkins

Int due to May 10 55 = 25,20

219,25

Received this writ April 7th AD 1856

April 16th AD. 1856 Served this writ and received one hundred dollars on this claim

Advertised the within described property at least ten days in the Marysville Tribune a newspaper published and in general circulation in Union county. Afterward to wit on the 7th day of June AD. 1856 at the residence of W. D. Jenkins in Dover Township. that being the time and place said property was advertised to be sold I offered the same for sale according to law but it was not sold for want of bidders

Fees. Service	.35
Mileage	.25
Advertisement	.25
Printers fee	1.00
Poundage	2.00
Return	.20
Retained my fee	$4.05

William H. Robb Sheriff

9.13.70

J. E. Jackman
vs
Wm. John King

Ad. $319.25
Costs 5.41
Discount 2.15
Int. .70

Date June 9th 1856
John Thomas Clerk
Benjamin Pitt
Recorder

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to expose to sale those ~~Lands and Tenements of~~ Goods & Chattels of William D Jenkins to wit, One bay horse One three year old Colt, One Cow, One two year old heifer & One two horse waggon

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy S. C. Lee Admr, &c

the sum of Two hundred and nineteen dollars, and twenty five cents for his debt ~~for damages~~ together with 5 41/100 dollars for his costs, with interest thereon from the 18th day of October A. D. 1855 until paid, which late in our said Court the said S. C. Lee Admr &c

recovered against the said William D. Jenkins

as of record is manifest. Also, $ 2, 15 increase of costs, and accruing costs.— ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold aforesaid will be sufficient to satisfy said judgment.~~ And that you make due return of this writ in sixty days. Hereof fail not at your peril, and have then there this writ.

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 9th day of April A. D. 1856.

Taber Randall Clerk.

COMMON PLEAS OF THE COUNTY OF UNION

Received this writ December 4th A.D. 1856
Advertised the within named property for sale at least ten days in the Marysville Tribune a newspaper published and in general circulation in Union county afterwards to wit; on the 31st day of January A.D. 1857 at the residence of Wm. D. Lenkins between the legal hours of 10 O'clock A.M. & 4 O'clock P.M. on said day I offered the same for sale but it did not sell for want of bidders

Fees. Service	35
Advertisement	25
Mileage	35
Return	25
Printers fee	1.00
	$2.20

William H. Robb Sheriff

3.13.90

S.C. Ex. Adams
vs
Wm. D. Jenkins

Dam $ 919.25
costs 5.40
Interest costs 6.90
Writ exc. 70

Sheriff's fees $2.20

Receipts

Return

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to expose to sale those ~~Lands and Tenements~~ of Goods & Chattels of William D. Jenkins to wit One bay horse, One three year old colt, One Cow, One two year old heifer & two horse waggon

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy S. C. Lee Admr &c,

the sum of Two hundred & nineteen dollars, and twenty five cents for his debt ~~for damages~~, together with 5 41/100 dollars for his costs, with interest thereon from the 18th day of October A. D. 1855 until paid, which late in our said Court the said S. C. Lee Admr &c

recovered against the said William D. Jenkins

as of record is manifest. Also, $ 6.90 increase of costs, and accruing costs.— And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you make due return of this writ in sixty days.

Hereof fail not at your peril, and have then there this writ.

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 4th day of December A. D. 1856.

Taber Randall Clerk.

COMMON PLEAS OF UNION COUNTY, OHIO

D. B. 90

S. C. Lee Admr &c
vs
Wm. D. Jenkins

Debt	$219.25
Costs	5.41
Increase costs	9.80
this writ	70

Paid Feb. 26th 1836 $20.00
" April 16th " 100.00

Filed Sept. 30th 1837
Jabez Pennell Clerk
Recorded
Brown for Plff

Received in pursuance to a writ of Fieri Facias issued out of the Common Pleas of Northampton County, on the 29th day of August A.D. 1837 against the goods and chattels of William D. Jenkins

Office fees 25
Poundage 20
Return 15
.60

William H. Roth Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to expose to sale those ~~Lands and Tenements of~~ Goods & Chattels of William D. Jenkins to wit One bay horse One three year old colt One cow, One two year old heifer & One two horse wagon

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy S. C. Lee Admr & Co.

the sum of Two hundred & nineteen dollars, and twenty five cents for his debt ~~for damages~~, together with five 41/100 dollars for his costs, with interest thereon from the 18th day of October A. D. 1855 until paid, which late in our said Court the said S. C. Lee Admr & Co

recovered against the said William D. Jenkins

as of record is manifest. Also, $ 9,80 increase of costs, and accruing costs.— And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you make due return of this writ in sixty days.

Hereof fail not at your peril, and have then there this writ.

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 21st day of July A. D. 1857.

Taber Randall Clerk.

D. B. 90

S. C. Lee Admr &c
vs
Wm D. Jenkins

Debt $219.25
Costs 5.41
this writ 70

February 26, 1856
Received $20 on the within writ

Filed Feb. 27th 1856
Saber Randall Clerk

Brown for Plff
Recorded

Received this writ January 17th A.D. 1856
and delivered the same February 11th A.D. 1856
to Levi Lane when one Dog Shot, one Hog slaughtered
the sum, one hundred dollars & one hundred & twenty
dollars on the 26th A.D. 1856 Received of Wm D. Jenkins twenty
dollars to apply on this writ.
Given under my hand this 27th day of February 1856
Saml. Jones

Fees collector	$3-
Levy	3 5-
Mileage	2 5-
Commission	4 0
Return	10
	$1.4 5-

Returned my fees
William H. Dodd Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Union COUNTY, GREETING:

Whereas, at the **Court of Common Pleas** of the county aforesaid, begun and held at the court house in the town of Marysville, on the 18th day of October A. D. 1855,

S. C. Lee Adm. vs

Wm D. Jenkins

recovered against

as well as the sum of two hundred & nineteen dollars and twenty five cents for his debt, as the sum of

dollars and cents, for

damages; as also the sum of $5.11 for his

cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods and chattels, and for the want thereof, of the lands and tenements of the said Wm D. Jenkins

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 18th day of October A. D. 1855 until paid, also the sum of $0.70 the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.

Hereof fail not at your peril, and have then there this writ.

Witness **TABER RANDALL**, Clerk of said Court,

at the Court House aforesaid, this 17th day of January A. D. 1856.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Civil/Domestic Case File

Case No. 1855-CV-0117

No. 55-CV-117

Union Common Pleas Court.

George T Williamson
Plaintiff,

AGAINST

S G Smith
Defendant.

APR TERM. 1856

JUDGMENT VS DEFENDANT

Journal 6 Page 19

Record No. 7 Page 290

Ex. Doc. 18 Page 236

Paid. 62

George T. Williamson
vs
S. G. Smith

J. C. p 18 April Q 1836

D. B. 236

for record

Recorded in
Book 7 p ~~388~~
290

Sherriff 146
Blair 430

damages for being kept out of possession, and for other proper relief.

C. W. B. Allison Atty for Pltf.

The State of Ohio. Logan County

C. W. B. Allison being sworn says he is attorney for the plaintiff who is a non resident of Union and Logan counties and not within the same, and that he believes the statements of the foregoing petition to be true:

C. W. B. Allison

Sworn to by C. W. B. Allison before me and subscribed in my presence this 17th day of September 1855

M Warren
Notary Public
Logan Co.

George S Williamson plaintiff
vs
Samuel S Smith defendant

Issues a Summons returnable according to law.
Amount of damages claimed $200.
C. W. B. Allison Atty for Pltf.

September 18th 1855

Union C. P.
George S Williamson
vs
Samuel S Smith
Petition.
Filed Sept 24th 1855
John Monroe Clerk
Received
C. W. B. Allison

George T. Williamson, plaintiff
against
Samuel T. Smith, defendant

Court of Common Pleas of Union County

Petition

George T. Williamson plaintiff says, he is entitled to the possession of a tract of land in Union County described as follows, part of Virginia Military Survey No. 3689, and part of the West half of said Survey, which was patented to the said George T. Williamson on the 18th day of March 1853 - beginning at a stake in the West line of said Survey, fixed as the South West corner of a tract set apart in partition to Joseph Dunlap, or his heirs - ten poles S. E. W. from the South W. corner of land occupied by Charles Smith - thence with the South line of said Dunlap tract S. 82. E. 12.6 poles to a stone S. E. corner of said Dunlap tract. thence with the line dividing the East and West half of said Survey, S. 8. W. about 53½ poles to the corner of a tract claimed and occupied by Smith Brown, thence with the North line of said Brown tract, N. 82. W. 126 poles to the West line of said Survey, and N. W. corner of said Brown. thence with the West line of said Survey N. 8. E. about 53½ poles to the beginning containing forty three acres more or less. That the plaintiff is the owner in fee simple of said premises under patent from the President of the United States bearing date March 18th 1853. which is recorded in Union County. That the defendant wrongfully withholds the possession of the same from the plaintiff, and for more than two years has unlawfully kept the plaintiff out of possession

Whereupon the plaintiff asks judgment for the recovery of the land, and two hundred dollars

George W. Williams
vs
Samuel G. Smith

Amount of Claim
$200

Filed Oct 3rd 1833
Saber Ranaee Clerk

Recorded

C. W. P. Wilson
Atty for Plff.

Received this writ September 24th A.D. 1833 and served the same September 26th A.D. 1833 by presenting a certified copy of this writ to Samuel S. Smith

Fees Service	35
Mileage	60
Copy	25
Return	10
	$1.30

William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Samuel G. Smith that he has been sued by George T. Williamson in the Court of Common Pleas of Union County, and that unless he answer by the 27th day of October A. D. 1855 the petition of the said George T. Williamson against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 8th day of October A. D. 1855.

Witness my hand, and the seal of said court this 24th day of September A. D. 1855.

Jaber Randall

Clerk of the Court of Common Pleas of Union County.

I acknowledge service of the within writ this 4th day of August AD. 1857

S. G. Smith

Received this writ July 16th AD. 1857 and on the 4th day of August AD. 1857 S. G. Smith acknowledged service thereof

Fees Service	1.00
Mileage	.60
Return	.20
	$1.70

William H. Robb Sheriff

A. D. 1856

Williamson
vs
J. G. Smith

Writ of ~~Injunction~~
Sequestrum

Hamilton & Green
Atty for Pltff.
Smith

Filed August 7th 1857
John Thomas Clerk
Pleasants

The State of Ohio Union County ss

To the Sheriff of Union County Greeting

Whereas George T. Williamson on the 2d day of April A.D. 1856 in our Court of Common Pleas within & for the County of Union by Judgement of the same recovered against S. G. Smith the lands & tenements herein described as follows to wit, part of Survey No. 3689 beginning at a stake in the west line of said Survey fixed as the Southwest corner of tract set apart in partition to Joseph Dunlap or his heirs ten poles S 8 W from the SW corner of land occupied by Charles Smith thence with the South line of of said Dunlaps tract S 82 E, 126 poles to a Stone S.E. corner of said Dunlap tract, thence with the line dividing the east & west half of said Survey S 8 W 53 1/2 poles to the corner of a tract claimed & occupied by Smith Brown, thence with the north line of said Browns tract N 82 W 126 poles to the west to the west line of said Survey & N.W. corner of said Browns land thence with the west line of said Survey N 8 E, about 53 1/2 poles to the beginning containing forty three acres more or less. Therefore we command you that without delay you cause the said George T. Williamson to have possession of the said lands & tenements aforesaid with the appurtenances. And of this writ make legal service and due return

Witness Faber Randall Clerk of said Court at Marysville this the 16th day of July A.D. 1857

Faber Randall Clerk

Civil/Domestic Case File

Case No. 1855-CV-0118

No. 55-CV-118

Union Common Pleas Court.

John Bland
Plaintiff,

AGAINST

Samuel Maynard et al
Defendant.

APR TERM. 1856

DECREE FOR PLAINTIF

Journal 6 Page 45

Record No. 7 Page 305

Ex. Doc. 63 Page 240

John Bland
vs
Samuel Maynard et als
Samuel Maynard et, als

I, 6 p 45 April 3 1854.

Deed ordered

D B, 2 400
for record

Recorded in
Book 7 p 305

John Bland's warrantee or certificate
copy of the decree in this case

Scheiff 16
Chron. 4,85

Judt for
plaintiff.

John Bland

vs

Samuel Maynard et als

Petition

Filed Sept 24th 1833

Saler Rendall Clerk

Recorded

JWR

John Bland
plaintiff
against
Rufus Maynard
Samuel Maynard
Lorance Maynard
Alonzo Inkblane
Rachel Inkblane
Charles Maynard
J. Russel Farnum
Cynthia Farnum
Lisle Maynard
defendants

Court of Common Pleas
Union County Ohio
Petition

The plaintiff says that on 29th day of April 1853 he made his written agreement with Samuel Maynard, (a duplicate of which is hereto attached) who is now deceased, by which said Maynard agreed to convey to the plaintiff the land described therein upon the payment of the sums of money therein set forth. That the notes then given for the purchase money have been fully paid off and lifted and are herewith filed. That the heirs at law of said Maynard now deceased are the persons above named as defendants and are scattered abroad over the United states so that the plaintiff cannot find them to obtain a deed. and Lisle Maynard is a minor of about 19 years of age

The plaintiff therefore asks a decree for a deed against said defendants according to the conditions of said written agreement & other proper relief

James W Robinson
Pltffs Attorney

The state of Ohio Union County ss
I, John Bland being duly sworn do say that I am the plaintiff above named and I believe the statements made in said petition are true & service on the defendants cannot be obtained except by publication

John Bland

sworn to before me and in my presence subscribed by John Bland this 24 day Oct 1855
Faber Randall Clerk

of Agreement — The said Bland is to have immediate possession of said premises, and to pay the taxes thereon from this date

In testimony whereof we have hereto set our hands and seals this 29th day of April AD 1853

Saml Maynard (Seal)
John Bland (Seal)

Recd on the above contract five hundred dollars this 29th day of April 1853

Saml Maynard

Samuel Maynard
to
Title Bond
John Bland

Rufus Maynard
Samuel Maynard Jun
Lorenzo Maynard Sen
Rachel Tilghman
Alonzo Tilghman
Charles Maynard
Cynthia Maynard
Samuel Maynard
Ed Maynard

Know all men by these presents that Mr. Samuel Maynard and John Bland have agreed with each other as follows to wit

Samuel Maynard has sold to said John Bland the following real Estate, situate in the County of Union in the state of Ohio on the waters of Big Darby Creek, and being part of survey No. 2879 described as follows to wit. Begining at an ash, and Hickory Stump, upper corner on Darby Creek of said survey, thence N. 53° E. with the upper line of said survey 294 poles to two hickories and an elm thence S. 37° E. 55 poles to two hickories and small ash thence S. 53 W. 274 poles to the East Bank of Darby Creek thence up the creek to the place of the begining, containing ninety seven and one half acres more or less

The said John Bland agrees to pay for said real Estate the sum of sixteen hundred dollars as follows to wit, five hundred dollars cash in hand, five hundred dollars cash on the first day of June AD 1853. Three hundred dollars on the first day of April AD 1854, and three hundred dollars on the first day of April AD 1855, all of the deferred payments to draw interest from this date, according to the tenor and effect of the three promissory notes here given for the deferred payments

The said Samuel Maynard binds himself and his heirs to convey to said John Bland and his heirs, said premises by deed of general warranty so soon as the said John Bland shall comply with the conditions of this article

Filed Sept. 24th 1835
Peter Randall Clerk

Recorded

The State of Ohio Union County ss

I, James W Robinson being sworn according to law do make oath that I drew up the article of agreement on file in the Case of John Bland against Samuel Maynard and others in the Common Pleas court of said County. & the notes for the deferred purchase money herewith filed are the same notes & the same have been paid in full to my certain knowledge as I had something to do with their collection.

J W Robinson

Sworn to and subscribed before me this 29th day of September 1855

Lafen Randall Clerk

[illegible]

[illegible]

On or before the first day of April 1854, I
promise to pay Samuel Maynard or
bearer three hundred dollars with
interest from date for value received
April 29th 1853 John Bland

Paid on the within by Joseph H Robinson one hundred dollars April 24th 1855

Paid on the within two hundred dollars Aug 21st 1855

Recd the Bill for forty dollars & thirty two cents in full of the Balance Aug 21st 1855
J H Robinson
Atty for Richards & Co

John Bacon

One before the first day of April 1855 I promise to pay to Samuel May and or bearer three hundred dollars with interest from date for value received

April 29th 1853 ~~John Brown~~

On or before the first day of June next I do promise to pay to Samuel Maynard or bearer five hundred dollars with interest from date for value received

April 29th 1853

John Bland

John Bland

vs

Saml Maynard et als

Proof of Publication

Filed April 1st 1886
Laber Randall Clerk

Recorded

NOTICE.

RUFUS Maynard, Samuel Maynard, Dorence Maynard, Rachael Tinkbane, Alonzo Tinkbane, Charles Maynard, T. Russel Farnum, Cynthia Farnum and Lisle Maynard are hereby notified that John Bland filed his petition against them on the 24th of september 1855, in the court of common pleas of Union county, Ohio, setting forth that in April 1853 the plaintiff bought of Samuel Maynard their now deceased father, the following land in said county to wit: Part of survey No. 2879, beginning at an ash and hickory stump upper corner of said survey on Darby creek, thence north 53 east with the survey line 294 poles to two hickories and elm, thence south 37 east 55 poles to two hickories and small ash, thence south 53 west 274 poles to said creek, thence up the creek to the beginning, containg 97½ acres; that the purchase money is fully paid, and the plaintiff asks a warranty deed from defendants for said land, and will take a decree accordingly by default unless the defendants answer on or before December 20th next.

JAMES W. ROBINSON,
plt'ffs att'y.

Sept. 24, '55—n2w6pf$4.

The state of Ohio Union County ss

I Samuel McBratney Publisher of the Marysville Tribune a weekly newspaper published in and of general circulation in said County do make oath that the annexed notice was published six consecutive weeks immediately succeeding the 24th of September 1855

S. McBratney

Sworn to and subscribed before me

Laber Randall Clerk

Civil/Domestic Case File
Case No. 1855-CV-0119

No. SS-CV-119

Union Common Pleas Court.

J W Wells, Plaintiff,

AGAINST

Mary Heusel Defendant.

JUN TERM. 1856

Dismissed

Journal 6 Page 73

Record No. No Record. Page

Ex. Doc. — Page

36 Law

L. W. Wells

vs

Mary Hensel

J. 6, p 73

Settled

Clerk 2,55
Robb 32
2,87

Wells paid June 3d 1856
$2,75
32 for Robb
2,43 " Randall

James H. Kelly
vs
Mary Hensel
Petition

Filed Jany 1st 1856
Luther Ramsdell Clerk

the court
Settled & costs paid
June 3rd 1856

Joseph Kenoth
Albert Brigham

James M. Wells, Pltff — Union County, Court of
vs — Com. Pleas. Damage $100.00
Mary Hensell Deft — Petition in Civil Action

James M. Wells, Plaintiff says that on or about the tenth day of March in the year 1855, he was in possession and occupied a certain piece of land, to wit, the farm known as the old farm of Geo. Hensell Dec'd so far south as to Geo. Hensell's land, on which farm the said James M. Wells had a field of growing wheat, and a field of corn in the shock. That the Defendant Mary Hensel, carelessly and wrongfully destroyed said wheat and corn, by allowing, suffering and permitting her cattle, Horses, Hogs & sheep to break into and eat and destroy the same, and by turning the cattle, Horse sheep and hogs of other persons into said fields, whereby the said wheat and corn of the value of one hundred dollars became wholy destroyed, to the damage of the Pltff. to the sum of one Hundred Dollars. Therefore he asks Judgment for one hundred dollars with costs &c.

S B Allen Pltff's Atty.

The State of Ohio, Union County,

James M. Wells, being sworn says that he believes the statement in the foregoing petition to be true

James M Wells

Sworn to by James M. Wells, before me and signed by him in my presents this Jan. 2d 1856

J. Wells J P

~~Service of summons to Mary Hensell, returnable according to law. Thompson Jan. 1st 1856~~

6,56
5,60
1,50
2,00
2,00
$ 17,66

J. W. Wells vs. Wm. Fuller
Plaintiff's Bill
filed & No 1.

Filed April 1st 1836
Saber Randall Clerk

.80
5,60

7,50

James W. Wells, pltff } Before J. Liggett a Jp in
vs } and for Jerome Tp. Union
Mary Hensel, Deft } County Ohio
Damage $100.00

James W. Wells, pltff says that on or about the twentieth day of ~~March~~ February 1855, he was the owner and in possession of a certain field of wheat in said Township of Jerome, Union County Ohio, containing about Six acres, worth about twelve Dollars per acre. That the Deft, Mary Hensel, on or about the 20th of Feb 1855 unlawfully turned into said field of wheat, cattle, horses sheep & hogs, whereby the said field of wheat was utterly destroyed, to the damage of this pltff in the sum of Seventy two Dollars.

And this plaintiff further says that on or about the 20th of Feb 1855 the said defendants cattle broke into the plaintiffs cornfield and destroyed about twenty Eight Dollars worth of corn, whereby the plaintiff says he was damaged to the amt. of $28

And the Plaintiff says he is damaged by reasons as aforesaid in the sum of $100.00 Therefore he asks Judgment for one hundred Dollars, his full damage.

James W Wells
By J B Allen his atty.

Issue a Summons returnable on ~~Monday~~ Tuesday August 8th 1855 - at 10 o'clock A.M.

J W Wells
vs
Mary Hensel
a transcript
from the Docket

Filed Oct 1st 1855
Saber Randall Clerk

Rec'd my fees
(32 cts)
W H Robb

plaintiff Cy
Witness ~~[illegible]~~
Constable Fees 45
Swearing 5 witns 25
Witness fees 25

Defendants
Constable 45
Six subpoenas 3 00
Swearing 6 witns 30
Filing papers 1
Judgement 25
Transcript 30
Certificate & seal 25

August 10, 1855 Parties appeared ready for trial defendants answer filed Witness for the pl being called for James Volentine & Volentine Jacob Evans Wm Penn & C. Adams the 3 first were paid by the plaintiff before being sworn were sworn and examined by the parties defendants witns were called for D Hay P Ryan H Hensel S. Harriat being in was called John Brigham & John Evans demanded and got the pay were sworn, ~~[illegible]~~ examined by the parties It was considered by me that there is no cause of action against the defendant and that the plaintiff pay the cost made in the case

August 17 1855 Notice given this the plaintiff will take an appeal ordered a transcript from the docket

Whereas on the 13 day of August 1855 the above case wherein J W Wells is plaintiff & Mary Hensel is defendant judgement was rendered against the plaintiff for costs taxed at $15.85 and the said J W Wells intends to appeal therefrom to the court of common pleas of Union County Now therefore I John Brigham of Jerome township do hereby pursuant to the statute in such cases made and provided promise and undertake that the said appellant if judgement be adjudged against him on the appeal, will satisfy such judgement and costs not exceeding fifty dollars and I do also undertake in said last mentioned sum that the said appellant

State of Ohio Union Co ss

James W. Wells
vs
Mary Hensel

Damage claimed $100,00
To wit six acres of wheat at seventy two dollars & twenty eight dollars worth of corn destroyed by dependent cattle breaking in to plaintiffs cornfield

Plaintiff Cost

Summons	15
Subpoena & wit.	30
filing Bill	5
Constable	
Mileage	50
Service	70
2 Witns	1,00
agourn	10
attachment for 3 wit	75
Docket	20
	5,25

Defendants Cost

Subpoena for Witness	25
" "	15
" "	15
" "	15
Constable	140
5 witn fees	250
	5,00

August the 1st 1855 Bill of particulars filed issued summons for and delivered the to S. Harriot Cons for appearance of defendent on the 7 day of August 1855 at 10 O. Clock A.M. And subpoenas for J. Valentine A. Valentine Wm Penn & Jacob Evens witness for ~~defendent~~ plaintiff. August 3 Defendent demanded subpoenas for L. Hubbard H. Hensel P. Bryon. & D Hays August 6 defendant demanded subpoena for J Brighan

August 7 parties appeared defendent demanded sub for John Evens. Constable returned summons served by leaving sentence copy with defendent subpoenas served on the witness John Breghan demanded his fees wan not paid Samuel Harriot Cons fees Mileg 125 Service 154

These witnesses of plaintiff being absent and an agournment was asked for, the case was agourned to the 10 of August at 10 o' Clock A.M. issued an attachment for James Valentine & Valentine & Wm Penn witness who had been duely subpoenaed and failed to attend it being proved by the oath of the plaintiff that they were important witness in the case

will prosecute his appeal to effect and without unnecessary delay John Brigham

Executed and acklowledged before me and Shuenty appoved this 21 day of August 1865.
Templeto Leggett J P

The State of Ohio Union County ss
I do hereby certify that the above is a full and true copy from my docket of the proceedings had before me in the above case at my office in said Township
Templeton Leggett J P o
of the aforesaid Township

August 21 1865

P. Th. Walker vs. [illegible]

Defendants
Bill filed
No. 2

Filed April 1st 1836
Isaac Randall Clerk

James M Wells Plantiff
vs
Mary Hensel Defent

Before J Liggett JP
in & for Leroy
Tp Union County
Ohio Damage 100.00

in the above case the Deft in answer
to plaintiff says that she never turned any
Cattle Sheep Horses or Hogs onto his wheat
or Corn and further that the plantiff was
bound by law to put a good fence around
the premises discribed in said lease that
said pliff kept unlawful possession of
premises for one month or more after
the Expiration of his lease for which
she Claims Damages in the Sum of ten
Dollers 10.00 and further that said
plantiff has failed to perform labor
and build fence as agreed to in
his ~~a~~ Lease by which Defendant has
Sustained Damage to the amount
of twenty Dollers 20.00 and defendant
says she has been Damaged by reason
as afore said in the Sum of thirty Dollers
therefore she asks Judgement for $30.00

Mary Hensel

Article of
agreement
Between
James Wells
&
Mary Hansel.

Filed April 1st 1836
Saler Randall Clerk

Article of agreement Entered into this Sixteenth Day of July 1854 Bettwen James W. Wells and Mary Hensel Witnesseth That the said James W. Wells Dath hereby Covenant With said Mary Hensel to Do and perform the matters & things following 1st He will make Rales Enough and put one new Rale to the Pannel under the Noith string of fence on the farm Know as the old farm of George Hensels Deceased & Layup ola Rales Enough to make ~~the~~ a good fence and als the String of fence on the West side of Said farm as far south as George Hensels Jun. Land on said line he is to haul old Rales from the Stackyards and middle fences Enough to make them good fences for hauling and Laying up Rales and Resetting those fences he is to have fifty Cents per hundred and Seventy five Cents per hundred Making new Rales Said Wells is to do Such other work on Said farm as is necessary or as said Mary Hensel may Direct for Which Said Wells is to have pay at a Customary price

and the said Mary Hensel Dath hereby Covenant and agree With said James W. Wells to Do and perform the matters following 1st She hath this Day Leased unto Said J. W. Wells the said farm above named as far South as to George Hensel Jun Land for the term of one year from the fifteenth Day of march nett for the sum of thirty Dollars to be paid in Labour as above named and if there cannot Labor Enough Wanted in the Line of Clearing off the ground and fencing then Said Wells is to pay to Said Mary Hensel the Balance in grain at market price Said Wells is to have immediate possession of said farm and the proceeds

Except the fruit of which he is to have one third.

In Witness Whereof the said parties have hereunto set their hands and seals this Sixteenth Day of Feby 1854

Fanny Wells (Seal)

her
Mary Hensel (Seal)
mark

Civil/Domestic Case File

Case No. 1855-CV-0120

Civil/Domestic Case File

Case No. 1855-CV-0121

No. 55-CV-121

Union Common Pleas Court.

Thomas Stillings
Plaintiff,

AGAINST

William W. Norton
Defendant.

JUN TERM 1857

JUN TERM. 1857

JUD'G VS PLAINT'F

Journal 6 Page 216

Record No. No Record. Page

Ex. Doc. Page

No. 66

21

Thos Stillings
vs 16
Wm W. Sutton

Sustained.

Wherefore the plaintiff asks judgment for the recovery of the land and one hundred dollars, damages for being kept out of possession & for other proper relief

O. B. Cole Atty,
for Plff,

Thomas Stirling being sworn says that he believes the statements of the foregoing petition to be true

Sworn to & subscribed by Thomas Stirling before me and in my presence June 10 1857,

Thomas Stirlings
vs
Wm. N. Morton

Amended Petition

Thomas Stirling Plff } Lenoir Com. Pleas
against
William W. Norton Defdt } Amended Petition

The plaintiff says that he is entitled to possession of a tract of land in said County of Lenoir described as follows, that by Survey No 2983. in the County of Lenoir bounding on the South line of said Survey. ~~Des~~ Beginning at the Corner of "~~defendants~~ fence on the Thomas Collins Road claimed by defendant as the N.W. of his farm, but which plaintiff says is about one rod North of the true N.W. corner of said defendant and on the land of plaintiff) From said beginning thence S. about one rod to the South line of said Survey No 2983. thence with said line N. 53. East about two two hundred and eighteen poles to a point in the South line of said Survey 2983. in the S. line of said Road, being the S.E. Corner of plaintiff land and S.W. Corner of land owned by John Pearson, Containing one acre and a quarter more or less.

The plaintiff further says that the defendant wrongfully withholds the possession of the same from the Pltff and that the defendant and those under whom he claims have wrongfully and unlawfully kept the plaintiff and those under whom he claims out of possession of the same for more than three years

Thomas Stillings
v
William W. Anderson
Demurrer.

A. J. Wilkin's &
Wm B. Irwin's receipt
for costs on the inside
of this which see

Filed Oct. 25th 1833
Saber Randall Clerk

Hamilton & Lincoln
for defendant

Thomas Stillings plaintiff } Court of Common Pleas
against } Union County Ohio
William W. Norton defendant } Demurrer.

The defendant demurs to the petition for the following causes:

First — The petition does not state facts sufficient to constitute a cause of action

Hamilton & Lincoln
Defendants attorneys

Recd Aug. 4th 1857 of Stillings & Norton $22,35 in full of costs in this case due Wilkins Irwin Robb & me

Jabez Randall Clerk

Recd my fees $13.00 in the above case A. H. Wilkins

Recd my fees ($2,00) in this case

William B. Irwin

Stillings
vs
Norton

Report of
County Surveyor

Filed June 6th 1836
Laber Randall Clerk

Thomas Stillings
vs
William W Norton

At law

Agreeable to an order to me directed from the Court of common pleas in and for the County of Union in the State of Ohio at this April Term 1856 to survey certain lands and lines that are in dispute between the above parties Thereupon on the 14th day of May 1856 I proceeded to the premises in controversy the parties Thomas Stillings and William W Norton appearing for themselves and Wm B Irwin being previously notified to appear to identify certain points and corners in said controversy and for which the said William B Irwin was present As no one could be procured by the parties that was disinterested to carry the chain by consent of the parties the said William B Irwin and myself carried the chain then went to a point at the four corners of two county roads at a point marked A. on the plot identified by Wm B Irwin as the southerly corner of Survey No 2983 and agreed to by the parties ~~at~~ the point A on the plot then N 53.° 12' E. 433 10/10 poles to a maple orig marked claimed to be the Easterly corner of A Tarbons Survey and southerly corner of M'Credies survey and marked B on the plot crossing the southerly line of Nortons land at 139. 4/10 poles 2 4/10 poles East of the fence on east side of the road and 3 2/10 poles to a line A to D run East of D. at 153. poles 3 6/10 poles, crossed Buck run at 156½ struck Nortons house 6 feet 5 inches from southwesterly corner, passed a place

at 288 poles near where 2 Brownoods is claimed to have stood Easterly corner a piece deed to James C Dines crossing the fence between Nortons cleared land and Timber land at 317 poles crosed the line fence between Norton and John Peever at 363 7/10 poles at L on the plot and 20 links East of the road fence
Blocked the Maple at B: presered the blocks and found 58 or 59 annulations over the hacks found no original hacks from A to B. except on a large White Oak and the Hacks on the Oak were not through the bark and quit for to day
May 15th, This day the parties themselves and their attorneys P B Cole for Stillings & George Lincoln for Norton then went to B: on the plot and chopped out another block out of the Maple and the tree fell down presered the block found the age of one hack in the block 57 or 58 and one hack with 58 or 59 annulations over them went to the point A and run the call of Stillings deed N 52° E 153 poles to the point I on the plot and the same point designated as a corner of Stillings land passed the southerly line fence of Nortons land at 139 4/10 poles then run the call of a deed made to James C Dines N 53 E. 135. poles to a line fence and 2 Brownoods called for but not found all cleared cleared out and no line found and the point K is 4 1/5 poles from the line from A to B: course continued 70 1/2 poles to a line between John Peever's land and

Stilling's heirs by his present wife there being about two acres and one fourth on the easterly side of the center of the road to the direct line from A. to B. and against the land occupied by Norton and about 43 poles is occupied out of the 2¾ acres by Nortons Wood lot There being no person to be had to carry chain Messrs Cole & Lincoln Carried the chain all of which is respectfully submitted

A. G. Wilkins Surveyor U.C.C.

Fees

To A. G. Wilkins Surveying May 14th & 15th $5 per day . $ 10.00
To Wm B Irwin witness May 14th mileage $1. one day $1. $ 2.00
To Wm B Irwin carrying chain May 14th 1.00
To A G Wilkins carrying chain do 1.00
May 15 To P B Cole carrying chain one day 1.00
To George Lincoln do do 1.00
To A G Wilkins making plot & report 2.00

Thomas Stiles
vs
William W. Norton

Amount claimed
one & one quarter acre
of land and
$100.00 damages
for the detention thereof

Filed Oct 20th 1855
John Randall Clerk

Code for Off
Ff

Received this writ October 15th A.D. 1855.
Served this writ October 19th A.D. 1855 by presenting
a certified copy of this writ to the within named
William W. Norton

Fees Service	.35
Mileage	.05
Copy	.25
Return	.10
	.75

William H. Robb Sheriff

Rec'd my fees in this case amounting
to $1,70 Aug 4th 1857

William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

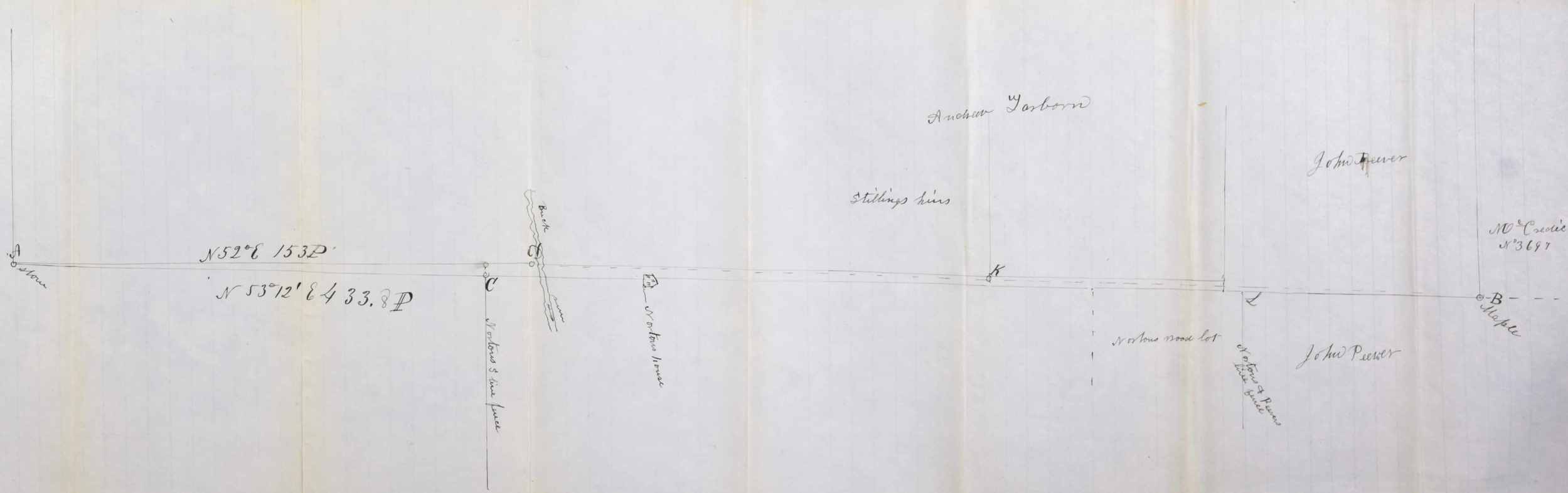
You are commanded to notify William W. Norton that he has been sued by Thomas Stillings in the Court of Common Pleas of Union County, and that unless he answer by the 17th day of November A. D. 1855, the petition of the said Thomas Stillings against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 29th day of October A. D. 1855.

Witness my hand, and the seal of said court this 15th day of October A. D. 1855.

Saber Rendall

Clerk of the Court of Common Pleas of Union County.


Andrew Yarborn
John Peever
Stillings hirs
McCredie
No 3697
A
Stone
N52°E 153P
N 53°12' E 433.8P
C
Norton & line fence
Brook
Norton house
K
Norton wood lot
L
Norton & Peavey line fence
John Peever
B
Maple

A. F. Wilkins	$13,00
Irwin	2,00
Robb	1,70
Randall	5,65
	22,35

Costs in the case of
Stillings Vs Norton

A. F. Wilkins	$ 13,00
Wm B. Irwin	2,00
Sheff Robb	1,70
Clk Randall	5,65
	$22,35

this bill does not include Cole and Lincoln Chain carriers

Civil/Domestic Case File

Case No. 1855-CV-0122

No. SS-CV-122

Union Common Pleas Court.

James Guy Plaintiff,

AGAINST

J. and E. Harland Defendant.

APR TERM. 1856

JUDGMENT VS DEFENDANT

$36 25

Journal	6	Page	41
Record No.	7	Page	308
Ex. Doc.	B	Page	228

Law C J

James Guy

vs.

I. & C. Deland

Undisputed facts

Judt B for pltff

J. 6 p 41 Apl 3 - 1856

Judt $36.25

cost $25.68

D. B. 228

Recorded in

Book 7 p 308

James Guy
v
J & S Deland
Transcript.

Filed Oct, 16th 1833
Saber Randall Clerk

Recorded

James Guy
vs
Jo E Deland

Suit brot for money paid for a note on Darius Conner calling for $35,00 discount $1,75 and said note was not delivered James Guy

plaintiffs cost

affidavit	25c
capias	25c
swearing witne	5
Const cost	45
Jury fees	$3,00
Judgment	75

August 15th 1855 Being satisfied from the affidavit of James Guy that Jo. E Deland are about to convert their property into money for the purpose of defrauding their Creditors
I issued a capias for against James Deland returnable forthwith an delivered the same to Wm L, Bailey Const

Defendants cost

adjournment	10
Bond	25
Subpoena for witness	20
Swearing Jury	30c
Swearing 2 witnesse	10
Const Cost	1,25
witnesses fees	1,00
Bond	25
Transcript	76
certifying to the same	25

Capias returned Aug 15th 1855 I have the taken the Body of the within named James Deland Aug the 15th 1855
fees mileage 20 Serves 25=45
Wm L, Bailey Const
The said James Deland makes oath that Hone Synure Deland is a material witness for him as he verily believes and without whose testimony he cannot fully proceed to trial in the case that the affiant hopes and expects to procure the attendance of said witness by the 18th day of Aug 1855 and that this affidavit is not for delay merely but for the purpose of Justice
Signed Jos Deland
Aug 15th 1855 parties present and thereupon an application of Defendant the cause was adjourned at their cost for trial on the 18 day of Aug 1855 at one o clock P.M.

The State of Ohio Union County ss
Whereas James Deland has been arrested and now is in custody at the suit of James Guy in a plea of debt now therefore be it remembered that on this 15th day of Aug 1855 Personally came before me E. D. Smith a Justice of the peace in and for the Township of Darby in the County of ~~County~~ Union George Stevens and acknowledged himself to owe unto James Guy in the sum of Seventy five dollars to be levied of his goods and chattles Land & tenements in case default be made in condition following which is that the said James Deland shall be and appear before me at my office in the Township aforesaid on the 18 day of Aug 1855 at one o clock P. M. to answer to the action aforesaid and not depart without leave Signed George Stevens
Taken signed and acknowledged on ~~this~~ the day and year afore said before me E. D. Smith J. P.
Aug 15th 1855 one o clock P. M. the parties appeared and the defendant demanded a Jury thereupon the parties duly Struck and Chose the following persons good and lawful men E. C. Smith E. C. Smith Jr David S. Clement B. A. Fay Lotheop Conwes & Marion Winget as Jurors herein mentioned and venire issued to George Stevens Const being deputised by me to serve in the cause the regular Const being absent returnable Aug 18th 1855 at 4 o clock P. M. to which time this cause is adjourned ~~of~~ for trial
Venire returned Aug the 18th 1855 served by reading this writ to all of the within named persons fees service 75 mileage 20
Aug 18/55 George Stevens Const
Aug 18/55 issued Subpoena for Defendant for Lyrice Deland and B. A. Fay and delivered to George Stevens Constable for their appearance on the 18 day of Aug 1855 at one o clock P. M.
Subpoena returned Aug 18th 1855 served by reading this writ to all of the within named persons fees service 25 c
Aug 18/55 George Stevens Const

Aug 18th 1855 4 o clock P.M. thereupon came the said E.C. Smith E.C. Smith Jr David S Clement B.A. Jay Lathrop Conner & Marion Winget who were duly impanneled and sworn to well and truly try the matter of difference between the parties and to deliver in open court their verdict in the premises The plaintiff sworn and examined ~~and~~ and Squire Deland & B.A. Jay sworn and examined for the defendant and brought in their verdict which was read in open court The Jury in the case in which James Guy is plaintiff and J & E. Deland are defendants decree that the said James Guy recover of the said defendants the sum of thirty six dollars and seventy five cents Aug 18th 1855 by order of the Jury B.A. Jay Foreman

Aug 18th 1855 It is therefore considered by me that the plaintiff recover of the defendant the sum of thirty six dollars & seventy five cents and the cost therein taxed at eight dollars & twenty cents E. D. Smith J.P.

In the action of James Guy against J & E. Deland I George Stevens acknowledge my self Bail for the appellant in the sum of ninety dollars to be levied of my goods & chattles land and tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money and cost that have accrued or may accrue in the court of commons Pleas Signed George Stevens

Taken signed and acknowledged on this 18th day of Aug 1855 before me E. D. Smith J.P.

State of Ohio Union County Paris Township ss

I do hereby certify that the above is a full and true copy from my Docket of the proceedings had by and before me in the above cause

Signed E. D. Smith J.P.
Of the aforesaid Township

Union Com. Plas

James Guy

vs

J. P. E. Deland

Filed Nov. 16th 1833

Saber Randall Clerk

Recorded

Coats & Porter

Attys

James Guy Plaintiff
against
J & E Deland Defendants

Court of Common Pleas
Union County Ohio
Petition

James Guy Plaintiff says there is due him from J & E Deland Defendants a balance on parol contract, the sum of Thirty six Dollars and seventy five cents, with interest from the 12th day of August AD 1855; That said parol contract was made and entered into on or about the 1st day of March AD 1855, and by the terms of which, the Defendants, agreed to sell and deliver to the Plaintiff, certain promissory notes on deliver indorsers, to the amount of Three hundred and Nine Dollars and fifty six cents, at a discount of ten percent per anum; the notes to become due on the 12th day of August AD 1855; the sum to be paid for said notes being Two hundred and Ninety five Dollars; a schedule of which notes is herewith filed marked (A). Plaintiff farther says that he did pay the defendants the sum of Two hundred and Ninety five Dollars, according to said agreement, but says that the Defendants did not deliver to him the amount of notes so agreed upon between them; that he only received from them to the amount of Two hundred and seventy four Dollars and fifty six cents; that the note described in the schedule against Derius Converse, was not at the time of making said contract, delivered to the Plaintiff by Defendants, nor have they at any time since delivered the same to the Plaintiff, though often requested so to do. Whereupon the Plaintiff asks judgment against the defendants for Thirty six Dollars and seventy five cents with interest from the 12th day of August AD 1855.

Coats & Porter
Attys for Plaintiff

Union County ss.

James Guy being sworn says he believes the facts stated in the foregoing petition to be true.

James Guy

Sworn to by James Guy before me, and signed by him in my presence; this 11th day of March AD 1856

John Ramsell Clerk

(C)

Schedule of Notes &c.

R Conners	$ 146,02
J Mitchell	10,25
J Mitchell	36,81
J Mahaffy	81,50
Darius Conners	35,00
	$ 309,56

6

Guy pd $295-

Centered Made March 1st 1855

Land Claims sold
note to amt of 274,56

credited Guy pd 261,48

James Guy
vs
I & C. Deland

Sat. for Plffs witness

Filed March 21st 1856
Saber Randall Clerk

Coats & Porter
for Plff

Received this writ March 11th AD. 1856 and served the same March 18th AD. 1856 by reading this writ in the presence of Edmund Smith and by leaving certified copies of this writ at the residence of the following named persons to wit Eliza Britton & Spencer Holycroft

Fees Service	.38
Copies	.50
Mileage	.75
Return	.10
	$1.73

William H. Robb Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Edmund Smith Elijah Billson & Spencer Holycroft

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 2d day of next term, at 8 o'clock, A. M.,

to testify and the truth to speak on behalf of Plaintiff

in a certain controversy in said Court depending, wherein

James Guy's Plaintiff, and

D & E. Deland Defendants, and

this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 11th day of March A. D. 1856.

Taber Randall Clerk.

James Guy
vs
J & Deland
No-3

Filed September 6th 1833
Saber Ramsdale Clerk

August the 15th 1855

J & E. Seland to James Guy Dr $36,75
for money paid for a note on Davis
Conners. Calling for $35.00 discount $1,75
and said note was not delivered

James Guy

State of Ohio Union County ss

James Guy

vs

J. & C. Deland

Sub" for Deft" writ,

Filed March 29th 1856
Saber Randall Clerk

Hamilton & Lincoln
Atty for Deft
"

Received this writ March 21st A.D. 1856 and served the same March 25 A.D. 1856 by reading this writ in the presence of Ann Guy & by leaving a certified copy of this writ at the residence of R. A. Fay.

Ann Guy demanded her fee which was not paid.

Fees Service	.25
Mileage	.75
Copy	.25
Return	.10
	$1.35

William H. Robb Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Benjn. G. Fay & Ann Guy

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 28 day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of Defendant in a certain controversy in said Court depending, wherein James Guy is Plaintiff, and J. & E. Deland Defendant, and this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 21st day of March A. D. 1856.

Taber Randall Clerk.

COMMON PLEAS OF THE COUNTY OF UNION

67

James Gary
v
L. & E. Deland
Answer

Filed Dec. 22nd 1833
Saber Randall Clerk

Recorded

I believe the statements of the foregoing answer are true. Edward Deland

Sworn to by Edward Deland before me and signed by him in my presence this 28th day of December 1833.
Saber Randall Clerk

James Guy plaintiff } Court of Common Pleas
against } Huron County Ohio
James & Edward Deland defs } Answer.

The defendants answer that they did sell to the plaintiff at a discount at the rate of ten per cent as set forth in the petition notes to the amount of two hundred and seventy four 56/100 dollars; to wit; one note on Rustel Conness dated on or about the 12th of February 1855 for one hundred and forty-six dollars, due six months after date; one on James Mitchell of same date, for ten 25/100 dollars due at same time; and one on J Mitchell for thirty six 87/100 dollars of same date and due at same time; and one on J McCaffry of same date, for eighty-one 50/100 dollars due at same time. and the defendants answer that they received of the plaintiff therefor the sum of two hundred and sixty-one 48/100 dollars; and that beside the notes above described they sold none to the plaintiff, and that they never sold to the plaintiff a note on Daniel Conness, as set forth in the petition and the schedule of the petition, for $85.00. and further that they never received from the plaintiff in payment for said notes sold at the time set forth in the petition any more than the sum of two hundred and sixty one 48/100 dollars as aforesaid.

Hamilton & Lincoln
Defendants Attorneys

Edward Deland being sworn says that he

D. B. 228

James Guy
vs
J. V. C. Deland

Debt $35,00
Damages 1,25
Costs 25,68
this writ 73

Recorded

Coats & Porter
for Plff

65,50

Received this writ May 22nd A.D. 1856 and served the same May 23d A.D. 1856 and received of C. Deland the full amount of debt and costs in this case

Fees Mileage ,50
Poundage 1,25
Return ,10
$ 1,85

William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Union COUNTY, GREETING:

Whereas, at the Court of Common Pleas of the county aforesaid, begun and held at the court house in the town of Marysville, on the 3d day of April A. D. 1856

James Guy

recovered against

J. & E. Deland

as well as the sum of thirty five dollars and

cents for his debt, as the sum of

One dollars and twenty five cents, for

his damages; as also the sum of $25.68 for his

cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods and chattels, and for the want thereof, of the lands and tenements of the said J. & E. Deland

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 3d day of April A. D. 1856 until paid, also the sum of $ the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.

Hereof fail not at your peril, and have then there this writ.

Witness TABER RANDALL, Clerk of said Court,

at the Court House aforesaid, this 22d day of May A. D. 1856.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Civil/Domestic Case File

Case No. 1855-CV-0123

No. 55-CU-123

Union Common Pleas Court.

John McClerw
Plaintiff,

AGAINST

Michael M Brown
Defendant.

APR TERM. 1856

Quashed

Journal 6 Page 39

No Record

Record No. Page

Ex. Doc. B Page 272

Law 68

John McClem

vs

Michael M. Brown

J. 6. p 39

Gratis

Gratis

cost bill was

Discarded

D. B. p 272

Sheriff 16
Clerk 1,74
1,90

68

John McClerin
vs
Michael M Bowen

Transcript

Filed Oct. 17th / 855
Saben. Randall, Clerk

a

Whole amount of plaintiffs cost is 2.50

Witnesses sworn and examine for defendant
John E Brown 25 Carline Cooperider's fees 25 John Robinson's fees 65 paid by Dft Wm Brown's fees 25
Daniel Heistand 25 John Cooperider 25
Defendants whole bill witness's fees $1.90
and I do find said plea of tender by the Dft to be true in substance and in fact It is therefore considered by me and on the same day August 25th 1855 that the Plaintiff recover of the defendant the said two dollars now herein court tendered him by said Dft and the Defendant recover of the plaintiff his costs herein taxed at three dollars and fifteen cent and costs that may accrue A D Doolittle J P

John McClern
vs
Michael M Brown

Judgement before A. D. Doolittle J P

Whereas on the 25th day of August 1855 the said John McClern obtained a judgement against the said Michael M Brown on the docket of A. D. Doolittle said justice of the peace for two dollars and the said Michael M Brown at the same time a judgement against said John McClern on the Docket of the said A. D. Doolittle J P for his cost herein taxed at three dollars and fifteen cents and the said John McClern intends to thereafrom to the court of common pleas of Union County Ohio Now therefore I Samuel D. Robinson of Union county Ohio do hereby pursuant to statute made and provided promise and undertake that the appellant if judgement be adjudged against him ~~in the court~~ on the appeal will satisfy such judgement and costs not exceeding one hundred dollars and I do also undertake in said last mentioned sum that the said appellant will prosecute his appeal to effect and without unnecessary delay. Signed. Samuel D. Robinson
Execute and acknowledged before me and surety approved this the 5 September A.D. 1855
A. D. Doolittle J P

The state of Ohio Union county Darby Township ss
I do hereby certify that the above is a full and true copy from my docket of the proceedings had by and before me at my office in said town Ship in the above action A. D. Doolittle
J P of of the afore said town ship

October 15th 1855

Suit

No. 64. Damage pending before A. D. Doolittle J. P.

Plaintiff

John McClean

vs

Michael M Brown
defendant

August the 18th 1855 Suit brought till particulars filed to bring to day

Same day summons issued for appearance of Dft on the 25th of August 1855 at 2 o clock P.M. and delivered to plaintiff. Aug 20th 1855 issued subpoena for plaintiff's witnesses Jonah Marshab L.M. Fairbanks Joseph Haun Christopher M. Brown Jacob M Brown. Isaiah Brown. David Conklin Wm Orr Garrett Harris and Jacob Conklin and delivered to J. C. Robinson Const

August 21st 1855 issued subpoena for Dfts witnesses John G. Brown Christopher G Brown delivered to Dft August 24 2 o clock P.M. issued subpoena for Jeremiah Sherwood Dft witness and delivered to Dft August 25th 1855 summons returned served August 20th by leaving an attested copy with the defendant

constable fees service 15
mileage — 15
30

J. G. Robinson Const

Same time plaintiffs subpoena returned August 25 1855 served by reading to Joseph Haun Christopher G Brown. Jacob M Brown. Jonah Marshab Jacob Conklin Garrett Harris. Wm Orr and L.M. Fairbanks served on David Conklin and Isaiah. Brown by leaving an attested copy at their places of residence Jonah Marshab fees 50 Jacob Conklin 50 Garrett Harris 50 Wm Orr 50 and David Conklin 50 demanded their fees which were not paid Constables fees service 1.05 mileage 20 — 125 J. G. Robinson Const August 25 1855 issued subpoena for Dfts witness John Robinson delivered to J. G. Robinson Const Same day subpoena returned served by reading to the within name person John Robinson August 25 1855 fis fees attendance 50
mileag — 15
65
his fees demanded paid by me J. G. Robinson Const

August the 25th 1855 time set for trial the parties appeare at the time of return of summons 2 o clock P.M. the plaintiff presents 2 bills of particulars Claiming Damages done by Defendants hogs and geese the Defendant plead that he did make a tendre to the plaintiff of in this cause before any cost made of the issue of summons of two dollars on the 18th day of August 1855 on this cause of action which is now in court. Trial had at the time appointed witnesses sworn for plaintiff Wm Orr fees 50 Joseph Haun fees 50 Garrett Harris fees 50 L.M. Fairbanks fees 50 Isaiah Brown fees 50 Jonah Marshab fees 50 Jacob M Brown fees 50 Christopher G Brown fees 50 Jacob Conklin fees 50 David Conklin fees 50 pltfs witness fees in all 5.00

justice fees pltf
filing bill 00 05
summons — 00 15
satisfaction 00 10
subpoena 2 witnesses 00 60
filing subpoena 00 05
swearing 10 witnesses 00 50
swearing pltf 00 05
judgement 00 25
$1.75 paid

justice fees Dft
subpoena 2 witnesses 00 20
filing subpoena 00 05
summons witnesses 00 15
sheriff
subpoena witnesses 15
J. Robinson
swearing 6 witnesses 00 30
swearing Dft 00 05
$0.25 paid

constable fees pltf
serving summons 15
mileage — 15
serving subpoena on 10 witnesses — 1.05
mileage — 0.20
$1.55

constable fees Dft
serving subpoena 1 witness — 15
mileag — 20
$1.50

Trustee fees

the above mentioned tender is applied to payment of pltfs costs justice fees

No 64

John McLeron
vs
Michael M Brown
pltfs bill & particulars

2.

John McCherren
vs
Michael M. Brown

The Plaintiff claims
damage in this case
of the defendant that
said damage was done to plaintiffs oats
and Meadow in the month of July and August 1858
by said defendants animals hogs and geese

John McCherren

#
Rose
claimed

Wm M Clure
v
Michael M Boom

On motion the Appeal Dismissed, and Judgment of Justice Reversed

Civil/Domestic Case File

Case No. 1855-CV-0124

No. 55-CU-124

Union Common Pleas Court.

Adam Brake
Plaintiff,

AGAINST

Robert Welsh
Defendant.

APR TERM. 1856

Settled

Journal 6 Page 25

Record No. ~~No Record~~ Page

Ex. Doc. — Page —

Law 69.

Brake
vs
Walsh

Adam Brake
against
Robert Wilson

Petition

Filed Nov. 14th 1833
Peter Randall Clerk

J. C. Dougherty Atty
for plaintiff

Adam Brake Plaintiff
against
Robert Welsh. Defendant

Court of Common Pleas. Union County Ohio

Petition

This Cause is brought into the Court of Common Pleas by an appeal from the Docket of John Borton Justice of the Peace of Union County Ohio, Whereupon Adam Brake Plaintiff says there is due to him from Robert Welsh Defendant the sum of fifty Dollars for this to wit, the said Welsh did on or about day of April eighteen hundred and fifty five, at Union County aforesaid did take and drive off Four head of hogs belonging to the Plaintiff of the value of thirty Dollars and sold said hogs to one Sundenbeck of the County of Champaign Ohio without the consent of the Plaintiff.
Whereupon the Plaintiff asks judgment against the Defendant for fifty Dollars.

/s. Daught Atty for Plaintiff

State of Ohio
Union County } ss.
Adam Brake being sworn says that he believes the statements of the foregoing petition to be true

Sworn to by Adam Brake and signed by him in my presence this day of AD 185.

69

Adam Brake

vs

Robert Welsh

Trespass

Filed Oct. 17th 1835

Saben Randall. Clerk

Adam Brake		Damages $50 Suit brot to recover the sum of Fifty
vs		Dollars for the price and value of four head of Hogs taken
Robert Welsh		and driven off by the said Welsh on or about day
Plaintiff cost		of April AD 1855 and sold to Gradenbrook of
Justice		Champaign County Ohio
Summons	15	July 12th 1855 Bill of particulars filed and Summons
1 Subpoena	15	issued & delivered to Wm Wells Const for appearance
3 persons in addit	15	of Deft on the 21st day of July AD 1855 at 1 Oclock
Adjournment	10	P.M. Same day issued Subpoena in favor of Pltff
1 Subpoena	15	for P. Manchester Thomas Shelden Isaac Brake
2 persons in addit	10	and Stephen Shutt and delivered same to Wm
Adjournment	10	Wells Const July 17th Summons returned "Rec
Venire	25	this Writ July 12th & Served by leaving a true copy
Trial	75	of this Writ with the Defendant
Swearing 3 Witnesses	15	Fees Serving 15 & copy 15 & Mileage 10 = 40
Appeal Bond	25	July 12th 1855 Wm Wells Const
Filing papers	20	July 17th 1855 Subpoena returned Served by
Witness fees	10	reading to P. Manchester & Stephen Shutt ~~and~~
Deposition	45	Shelden & Brake not found
	305 =	Fees Serving 25 & Mileage 55 = 80
Deft Cost		Manchester claimed his fees and no funds
1 Subpoena	15	to pay he is entitled to 9 miles Mileage
1 "	15	and Shutt 7 miles July 17th 1855
Swearing 2 Witnesses	10	Wm Wells Const
	40	July 21st 1855 Parties appeared by their Attys and by
Deposition in Volume	175	Mutual consent this cause was adjourned until
Jury fee	200	Sept 29th 1855 at 10 Oclock AM.
Const cost		August 13th 1855 Issued Subpoena in favor of
Wells	2,85	plaintiff for P. Manchester Thomas Shelden &
Peacock	85	Stephen Shutt & delivered same to Thomas Peacock
		Const who the was returned "Served by reading to
		each one named in this Writ
		Fees Summons 35 Mileage 50 = 85
	$11.90	August 13th 1855 Thomas Peacock Const

Plaintiffs
Witnesses for
Stuck 1st day 65-
J Brooks " 65-
P Manchester 2 90
Stuck 65-
Costs (called) 25-
3.10

Defts Witnesses
J Cole 1st day 50

Total Cost $14.50
Trans expt 75-
Certificate 25-
$15.50

Sept 29th issued Subpoena in favor of Deft for Joshua Cole and delivered same to Pltffs Atty
Sept 29th 1855 10 O'clock A.M. Parties appeared The plaintiff demanded a jury. Jury selected to wit Aquilla Turner Samuel Reed Nickolas Bealville Abram Beck Joseph Powers and Smith Amerine. Venire issued and delivered to Wm Wells Const for said Jury to appear Oct 5th at 10 O'clock A.M. to which time the cause stands adjourned. Same day issued Subpoena in favor of Plaintiff for P. Manchester Thomas Shulder and Stephen Stuck & delivered same to plaintiff
Oct 5th issued Subpoena in favor of Deft for Joshua Cole and delivered same to Wm Wells Const which was returned "Served by reading to said Witness who demanded his fees & no funds to pay Fees Serve 15th Mileage 10c — 25-
Wm Wells Const
Oct 5th 1855 Venire returned Served by reading to each one named in this Writ October 2nd 1855 Fees Mileage 65c & Serve 75- — $1.40
Subpoena in favor of Plaintiff returned Served by reading to each of the within witnesses
Oct 2 1855 Stephen Stuck
Oct 5th 1855 10 O'clock A.M. Parties appeared and the following jurors appeared to wit Joseph Powers Aquilla Turner Abram Beck & Nicholas Bealville & by consent of parties they were duly empannelled and sworn trial had Stephen Stuck P Manchester & Thomas Shulder sworn and examined for Plaintiff Robert Wiles & Joshua Cole sworn & examined for Deft and the jury having heard the proofs and allegations of both parties, argued and

returned the verdict this day in open Court as follows We the jury do find in favor of the plaintiff and do assess the amount of his damages at ~~at~~ Eighteen dollars and Cost of Suit

Signed Nicholas Bentlee Foreman
Abner Beck
Augustus Lee
Joseph Powers

Deft gave Notice of Appeal and entered into the following Bond

Adam Brake
vs
Robert Welch } judgment before John Barber Jr

Whereas on the 5th day of Oct A.D. 1855 the said Adam Brake obtained judgment against the said Robert Welch on the docket of the said John Barber J.P. for Eighteen dollars and Cost taxed at Fourteen dollars and fifty cents & the said Robert Welch intends to appeal therefrom to the Court of Common Pleas of Union County. Now therefore I James M Welch of said County do hereby pursuant to the Statute in such cases made & provided, promise & undertake that the said appellant, if judgment be adjudged against him on the appeal, will satisfy said judgment & Cost not exceeding Seventy dollars and I do also undertake in said last mentioned sum that the said appellant will prosecute his

appeal to effect and without encumbrance
delay Signed J. M. Nelson

Executed and acknowledged before me
and Surety approved this 13th day of
October AD 1855

John Barber JP

The State of Ohio Union County Paris Township ss
I do hereby certify that the above is a full
and true copy from my docket of the proceedings
had by and before me at my office in said
Township in the above action

John Barber JP
of the aforesaid Township

7261

A. Brown
vs
R. Welsh

~~Action~~

Compromise

Filed April 2d 1856
Lafen Randall Clerk

Received $2,00 on my fees of this day April 5th 1856
Lafen Randall

Adam Brock } In the
against } Common
Robert Welsh } Pleas.

The action is settled as follows. The Defendant pays the Plaintiff eighteen Dollars and One half. The costs Plaintiff pays the ballance of Costs.

J. B. Dunn Esq. Atty for Plaintiff
Robert Welsh

April 1. 1838

No. 55-CU-124

Union Common Pleas Court.

Adam Braker
Plaintiff,

AGAINST

Robert Walsh
Defendant.

APR TERM 1856

APR TERM 1855

Settled

Journal 6 Page 25

Record No. No Record. Page

Ex. Doc. Page

Adam Brake

vs

Robert Welch

Dr Specialties

Filed July 21st 1855

John Burton Clk

Deposition of Witness taken in a cause pending before John Barbour a justice of the peace in and for Pleasant Township Union County Ohio Wherein Adam Brusse is Plaintiff and Robert Welsh is Defendant & for said Plaintiff Notice of which being waived

Attys for the parties present

Isaac Brusse of Union County of Madison of lawful age being first duly sworn by me as hereafter certified deposes as follows

Question 1 by Pltff Atty — State whether you are acquainted with Adam Brusses Hogs, & what there Ear Marks are

Answer — I know the Hogs — the mark is a crop off the left ear and an upper bit ~~with the right~~ and an upper half crop or slope off the right ear

Question 2d by same — State whether you found any of your fathers Hogs with Sondenbeck of Union and the time when it was

Answer — I found 4 of my father Hogs with Mr Sondenbeck of Union and I think it was about the middle of June 1855

Question 3d by same — Describe the Hogs you found in Mr Sondenbecks possession & claimed by Adam Brusse

Answer — two were Sows that he had kept for breeding sows and they would weigh about 200 lb each dont know whether the other two were sows or not they

would weigh about 100 pounds each

Question 4th by same — What were these 4 Hogs worth

Answer — I should think the two breeding Sows were worth something near 20 Dolls and the other two about Eight dolls

Cross Examined by Defendants Atty

Question 1st by Deft Atty — How long since you knew your fathers Hogs.

Answer — ~~I didn't know~~ I seen the Hogs since the last of January 1875 until I saw them in the possession of Mr Sonderbeck

Question 2d by same — How did you know them to be your Fathers Hogs when at Mr Sonderbecks

Answer — I had been acquainted with the Hogs some time before and knew the mark

Question 3d by same — Were all 4 of these Hogs marked with your fathers mark

Answer — They were

Question 4th by same — Why is it that you put a higher price upon the Sows than upon other Hogs

Answer — I think that when a man has Sows picked out for breeding Sows they are worth more than other Hogs

Question 5th by same — Don't Sows usually sell for less than other Hogs of same weight

Answer — ~~I don't know why it is that sows~~ I don't know that they sell for less

Isaac Brake

The Certificate of the justice, waived by Attys & the Deposits filed to be used in the trial of the cause.

John Barron J.P.

Adam Brake
v
Robert Welsh

Depositions

Depositions of witnesses taken in a cause pending
~~in~~ before Wm Borham a Justice of the Peace of
Paris Township Union County Ohio. Wherein
Adam Brake is Plaintiff and Robert Welsh
is Defendant, and for said Plaintiff, in pursuance
of the notice, hereto attached and at the time
and place therein mentioned, Stephen Shirk
Agent for Plaintiff was present,

Allen Scoudenback of the County of Champaine
of lawfull age being first duly sworn by me
as herein after certified deposes as follows.
Question 1st Are you acquainted with Robert Welsh,
the Defendant in this case if so state.
Answer — I am acquainted with Robert Welsh the person
named.
2d. Quest. Did you purchase some hogs of said Welsh, and
if so, when what number & for what price per hundred, and what
time were they delivered, and have you paid him
the money for them?
Answer — I bought some hogs, about five hundred & fifty three
head of Robert Welsh, about the first of last April
& paid him $3 25 per hundred per hundred pounds grop

3d Quest.: What statements did he make, if any, about some
hogs getting into the drove on the road, or while
gathering the drove together. Was any part of
them since been claimed by other persons if so by

by whom? and ~~what~~ how are they marked, give a description of the hogs so claimed & the number, and what was their weight

Answer – ~~that~~ Welsh made some statements to me about one Bon getting in the drove, and perhaps more, I do not now recollect his statement as to that. Mr Brake the plaintiff, about the middle of last April claimed four of the hogs purchased by me of Welsh, – The hogs claimed by Brake were white, with a crop off the left ear & an underbit in the same, and upper slope off the right ear. I cannot state what the four hogs averaged in weight, the whole lot purchased of Welsh averaged ninety pounds & a fraction over.

Allen Loudenbeck

The State of Ohio Champaign County ss.

I Nelson Rhodes Mayor of the Incorporated Village of Urbana in said County of Champaign and State of Ohio do hereby certify that the above named Allen Loudenbeck was by me first duly sworn to testify the truth the whole truth and nothing but the truth in said cause, and that the foregoing deposition was reduced to writing be me in the presence of said witness, and was signed by said witness in my presence, and was taken at the time & place specified in the related notice

Given under my hand & the corporate seal of the Village of Urbana this 19th day of July A.D. 1853

Nelson Rhodes Mayor.

Fees N Rhodes Mayor $1.25 – pd by Stephen Shurtz
" A Loudenbach Int 50

Adam Brake Plaintiff
against
Robert Welsh Defendant

Before John Boo[illegible]
a Justice of the Peace of
Paris Township Champaign County
Ohio,

Depositions will be taken in this case by the Plaintiff at the office of the Mayor in the Town of Urbanna Champaign County State of Ohio On the 19th day of July AD 1855; Between the hours of 6 O'clock A.M. and 4 O'clock P.M. of said day.

July 16th 1855.

Adam Brake Plaintiff

Service is hereby acknowledged on the above

[illegible] a [illegible] copy for Def

Atty for Def

Adam Brattle
v
Robert Welsh

Bill of particulars

Oct 8th 1851
Judgment rendered on
the motion to strike
particulars for
Eighteen dollars ($18.00)
John Barber JP

Filed

Adam Brakey
v.
Robert Welsh

Bill of Particulars
Damages $50.00
$50.00

This Suit, is brought, to recover the sum of, fifty Dollars, for the price and value of, four head, of hogs, taken and, drove, off, by the said Welsh, On or about, day of, April A.D. 1833, and, sold, to, Loudenback, of, Champaign County Ohio,

Deposition for Deft.

To. John Barbour Jno Penn,
Paris Township,
Union Co.,
Ohio

Adam Brake
vs
Robert Welch

Filed July 21st 1877
Phil Sutter

Opened by Counsel for
Plaintiff July 21st 1885
John Baker Jr.

Sealed up and delivered by
me
A. Blake
Examiner

Exhibit 2
Plaintiff
Nathan Brown

Civil/Domestic Case File

Case No. 1855-CV-0125

Civil/Domestic Case

1855-CV-0125

located with

District Court Case

1857-DC-0003

Civil/Domestic Case File

Case No. 1855-CV-0126

Civil/Domestic Case

1855-CV-0126

located with

District Court Case

1857-DC-0003

Civil/Domestic Case File

Case No. 1855-CV-0127

Civil/Domestic Case File

Case No. 1855-CV-0128

No. 55-CV-128

Union Common Pleas Court

David H Silver
Plaintiff,

against

Elisha Wright
Defendant.

APR TERM. 1858

Discontinued

Journal 6 Page 295

Record No. Page

Ex. Doc. Page

No Record

Law 12 ~~24~~ 17

David H. Silver

vs. 15

Elisha Wright

1858

~~41~~

I 6 p 295

166

David H Silver
vs
Elisha Wright

Injunction allowed
Saber Randall Clerk

Filed Oct 22d 1855
Saber Randall Clerk

Received this writ October 20th 1855
Served this writ October 22 1855 by leaving at the
Residence of Elisha Wright a certified copy of this writ
Fees Mileage 1.00
Serv 35
Copy 25
Return 10
$1.70
Wilson H Ruth Sheriff
By William Gallatin Deputy

Daniel H. Silver } Court of Common
against } Pleas Nuckolls County
Elisha Wright }

To Elisha Wright;

You are hereby injoined from selling or disposing of any of the crops grown by you on the land rented by you of the said Daniel H. Silver in Washington township, by a contract signed by you on the first day of April 1855; and you are injoined hereby from removing the crops or any part thereof from the said land, or from disposing of it in any way, until the further order of this court.

In Witness Whereof I have hereunto set my hand and affixed the seal of said Court at Marysville this 20th October A. D. 1855

Jabez Randall Clerk

72

Sarah W Silvis

v

Elisha Wright

Petition for injunction

Issue Summons returnable according to law and endorsed "Injunction allowed" Cole & Hamlin petitioners attorneys

Filed Oct, 20th 1833

Zaber Randall Clerk

Injunction allowed as prayed for to be in force until the court in which the cause is pending shall dissolve the same or perpetuate the same upon the plaintiffs giving bond according to law in the sum of $300, And I hereby dispense with notice to the said Elisha Wright for the application for an injunction and the appointment of a receiver for reasons set forth in the application of the said plaintiff And I appoint Alanson S Wilcox receiver for the purposes prayed for in the application and upon his executing a bond, with security to the defendant to the approval of the court, and taking an oath of office the said bond, and oath being filed he will forthwith discharge the duties of receiver in this action under and by the orders of the Court therein.

James Lawrence
Probate Judge

Daniel F. Silver } Before the ~~Xxxxx~~ Court
against } Common Pleas
Elisha Wright } of Huron County Ohio
Petition for an injunction

~~To the Honorable Judge of Huron County Ohio:~~ Court of Common Pleas

Your petitioner, Daniel F. Silver, represents that on or about the 1st day of April 1865 your petitioner entered into a written agreement with Elisha Wright of Washington township Huron County, Ohio to rent to the said Wright certain land owned by your petitioner in said township, for the term of one year beginning on the 1st day of April 1865; that the land thus rented was about fifty acres; that the said Wright was bound to pay for said rent of said land one third of the produce thereof, delivered at Mt Victory; or one half in the sheaf, in the ear; in ten bushels of corn per acre delivered at Mt Victory; as will appear by reference to a copy of said written agreement hereunto filed, marked A. That by the terms of said written agreement the petitioner was to own the crops raised on said farm so far as may be necessary to give the petitioner a lien thereon to secure the rent and to secure the performance of the contract of the said Wright; as will also appear by copy of said contract hereunto filed, marked A

Your petitioner further represents that the said Wright in violation of said contract, and notwithstanding the same, and in contempt thereof, is, as your petitioner is credibly informed, and verily believes, removing and selling the crops from said land rented as aforesaid

without first paying the rent, and performing the contract
aforesaid and for the purpose of depriving your Petitioner
wherein a great and irreparable injury
is about to be inflicted upon your
and that the said Elisha Wright is pecuniary irresponsible
petitioner, Wherefore your petitioner prays
your honor to injoin the said Elisha
Wright from removing or selling any more of the
said crops from said lands until
and disposing of them in any way until
the said Wright shall have paid the
rents of said land, and performed the
terms of said written agreement to their
true intent and significance.

And your petitioner further prays that
a receiver be appointed to take control
of the said crops on said land, and
disposition of them made according to said
contract and that the Court will grant such other and
further relief as equity and good conscience may require

David H Silver being sworn says
that he verily believes the statements
of the foregoing petition to be true.

D. H. Silver

Sworn to by David H Silver before
me, and by him signed in my presence
this 20th day of October 1855.

Saber Randall Clerk

Filed Oct, 29th 1855
Saben Randall Clerk

Whereas Sara S. Silver applied to the Court of Common Pleas of Union County Ohio on the 20th day of October, 1855, for an order of Injunction against Elisha Might to restrain him from removing or disposing of in any way the crops on his, said Silver's farm, in Washington township aforesaid, which was rented to said Elisha Might, as set forth in an article of agreement filed with the application for said order of Injunction - and whereas the said Court, on the application of the said Silver in the case aforesaid did appoint Charles T. Wilcott Receiver to take possession of and dispose of the crops on said farm aforesaid so as to pay the rent due to said Silver, according to the true intent of the said article of agreement aforesaid:

Now therefore, we Charles T. Wilcott, and Wm. H. Robinson do bind ourselves to the said Elisha Might in the sum of three hundred dollars that the said Charles T. Wilcott shall faithfully discharge the duties of receiver in the action or proceeding aforesaid, and will obey the orders of the Court therein.

Marysville October 29, 1855

Charles T. Wilcott
Wm. H. Robinson

Approved by me
Faber Randall Clerk

~~Lib. Deeds Page 36~~

trespass And it is further agreed and understood by and between the parties hereto that the crops raised upon the grounds above leased shall belong to and be owned by the said Silver so far as may be necessary to give him a claim or a lien thereon to secure the delivery of the rent crop, and security for the performance of the covenants in this lease in general.

To cultivate said premises in a good and husbandlike manner and quietly yield their possession to the said Silver his heirs or assigns at the expiration of said term. In testimony whereof, the parties have hereunto set their hands and seals this 1st day of April 1855

D. H. Silver (Seal)
his
Elisha L. Wright, Jr. (Seal)
mark

Orin Hilliard
to
Elisha Infant
Agreement.

Lorro Hamilton Lorro to Hamilton

("A")

This agreement between David H Silver and Elisha Wright Witnesseth: That said Silver in consideration of the covenants of said Elisha Wright herein mentioned, doth hereby, demise and to farm let unto said Wright from the 1st day of April 1855 untill the 1st day of April 1856 the following premises; The Farm whereon said Wright now resides, being in Washington Township Union Co. O. Containing Fifty Acres of improved land, And the said Wright in consideration thereof, doth hereby Covenant and promise to pay said Silver the Rent following. Ten Bushel of good, sound merchantable Corn for each Acre of improved land to be delivered in Mount Victory on or before the 1st day of January 1856, or the one half of the corn in the shock or the one third part of said crop delivered in Mt. Victory at the choice of said Silver. The one half of the Hay or grass put up in the stack in a good and farming like manner, or Ten bushel of corn for each Acre in grass at the option of said Silver. And where said Wright pastures any of the meadows, ~~the he the said Wright agrees to give said Silver~~, Then he the said Wright agrees to give said Silver Ten Bushel of good sound corn for each Acre so pastured or Hay from off four acres to be ~~delivered in Mt Victory~~ for the four acres so pastured at choice of Silver delivered in Mount Victory. Said Wright further agrees not to remove or have removed any provender of any description from or off said farm, but in all cases to have the corn fodder Hay &c. fed, used &c. on said farm. Said Wright further agrees to clean up the meadows, corn ground &c by burning the logs, clearing up or out bushes &c. in a good farming like manner. And to keep in good repair all the fences &c. on said farm, in order to secure the crops &c, from all

P. Bond of Sales
& Guidens to
Celestia Nichols

Dana H. Silver } Mon County
against } Common Pleas
Elisha Wright }

We bind ourselves to the defendant Elisha Wright in the sum of three hundred dollars that the plaintiff Dana H. Silver shall pay to the said defendant the damages he may sustain by reason of the injunction in this action if it be finally decided that the said injunction should not have been granted.

October 24, 1863

D. V. Lilienn
Philip Snider

D. H. Silver } In Union Com Pleas
vs } pet. filed Oct. 20th 1855
Elisha Wright } Rec'd of Silver as per receipt
of this date $9.38 on costs in this case
Malin 1,70 Received Jan 21 1858 W. Robb
Robb 1,28 Received January 21st 1858 my fees up to this date
Randall 6,40 William H. Robb Sheriff

Dec' 17th 1857

Civil/Domestic Case File

Case No. 1855-CV-0129

No. 55-CV-129

UNION COMMON PLEAS COURT.

William Hunt et al
Plaintiff

against

Robert G. Hunt
Defendant.

JUN TERM. 1858

DECREE FOR DEFENDANT

Journal 6 Page 355

Record No. 8 Page 130

Ex. Doc. 6 Page 332

73

Union Common Pleas

William Dunn

against

Robert G. Dunn

Petition

Filed Oct 26th 1833

Zaba Randall Clerk

No 1.

Copied for Defendants Atty

By McKinney

I acknowledge myself liable for costs — John Davis

William Dunn plaintiff } Union County Common Pleas
against } Oct Term 1855
Robert G Dunn deft } Petition

First William Dunn plaintiff says that he has a legal estate in and is intitled ~~in and is intitled~~ to the possession of the following discribed premises situate in the County of Union and state of Ohio to wit Whole entry Number Twelve Thousand One hundred and sixty six (12166) Original quantity of acres six hundred (600) of land Water Course Darby Creek and that Robert G Dunn defendant has for five years unlawfully kept him out of the possession thereof The plaintiff says that he has duly performed all the conditions on his part imposed on him

Whereupon the plaintiff asks judgment for the recovery of the land and eight hundred dollars damages for being kept out of the possession thereof and for other proper relief

Second The said plaintiff further says that there is due to him from Robert G. Dunn defendant on the payment of taxes penalty and interest paid on the above discribed land a copy of which is hereto attached the sum of Thirteen hundred & seventy seven & 46/100 dollars with interest from the 11th day of December 1826

Whereupon the plaintiff asks judgment against the defendant for Thirteen hundred & Seventy seven & 46/100 dollars with interest from the 11th day of Dec 1826 By S. & J. F. McKinney his atty

The State of Ohio } Samuel Dunn agent of the plaintiff (the plaintiff being a non resident
Union County } of Union County) being duly sworn says that he believes the statements of the foregoing petition to be true Samuel Dunn

Sworn to and subscribed by Samuel Dunn agent for pltff
before me and in my presence this 24 day of Oct 1855
Taber Randall Clk N R

William Gunn,

v.

Robert G. Gunn.

Motion to strike Petition from the files.

Filed Decr 10th 1833
Zaber Randall Clerk

Overruled.

William Lenn
vs.
Robert G. Lenn.

In the Court of Common Pleas of
Union County, Ohio.

The above named Robert G. Lenn moves the Court to strike the Petition in this case from the files because the same is not verified as required by the Statute in such cases made and provided.

R. A. Harrison
Atty. for Deft.

Union Common Pleas
William Dunn
against
Robert G. Dunn

Amended Petition

Filed June 10th 1856
Saber Randall Clerk

No 6

Copied for Deft's Atty
& by his order forwarded
to

By McKinney

William Dunn Plaintiff
against
Robert G Dunn deft

Union County Common Pleas
Amended Petition
June Term 1856

The said William Dunn plaintiff says he has a legal estate in and is entitled to the immediate possession of the following described premises with the appurtenances situate in the County of Union and State of Ohio to wit Whole Entry Number twelve Thousand one hundred and sixty six (12166) Original quantity of land six hundred acres ~~of land~~ Water course Darby Creek And that said Robert G Dunn defendant keeps him the said plaintiff out of the possession thereof

And the said plaintiff further says that the said Robert G. Dunn has been in the possession of the said premises receiving the rents issues and profits thereof from the first day of March 1848 up to the time of the commencement of this action And the plaintiff says that he has sustained damages by the unlawful withholding the possession thereof during said time the sum of six hundred dollars

And the said plaintiff further says there is due to him from the said Robert G. Dunn defendant for taxes penalties costs and interest paid by said plaintiff on said premises aforesaid a copy of which is hereto attached and free the sum of fourteen hundred and eighty seven & $\frac{55}{100}$ dollars with interest from the 26 of Oct 1855

The said plaintiff therefore prays judgment against the said defendant for the recovery of the possession of the said premises and also for the said sum of six hundred dollars ~~dollars~~ his damages so as aforesaid sustained and also for the said sum of fourteen hundred & eighty seven & $\frac{55}{100}$ dollars for said taxes interest penalties costs &c with interest from the 26 day of Oct 1856 thereon

J. J. & J. F. McKinney his attys

The State of Ohio
Union County } ss Samuel Dunn being first duly sworn deposes and says that he is the agent of the said William Dunn plaintiff in the aforesaid action and that the said plaintiff is a non resident and is now absent from the said County of Union and this affiant further says that the several matters and things contained in said petition are according to the best of his knowledge and information and belief true in substance and in fact and further he says not

Signed by the said Samuel Dunn in my presence and sworn to by him before me this 10th day of June 1856

Samuel Dunn

Saber Randall Clerk

Union Common Pleas.

=

William Irwin

v.

Robert G. Irwin.

=

Demurrer.

=

Filed Oct 9th 1856
Lester Randall Clerk

No 7

Hamilton.

William Dunn
vs.
Robert G. Dun.

In Union Common Pleas Court.
Demurrer.

The defendant now comes and demurs to the plaintiffs Amended Petition in this case, because he says that several causes of action are therein improperly joined.

R. A. Harrison
Atty. for Deft.

Union County Common Pleas

William Dunn
vs
Robert G. Dunn

Amended Petition

Filed Nov. 6th 1856
Laban Randall Clerk

no 9

By M Murphy

William Dunn Plaintiff } Union County Common Pleas
against } Amended Petition
Robert G Dunn Defendant } Nov Term 1856

The said William Dunn plaintiff says he has a legal estate in and is intitled to the immediate possession ~~possession~~ of the following described premises with the appurtenances situate in the County of Union State of Ohio to wit the whole of Entry Number twelve Thousand one hundred and sixty six (12166) Original quantity six hundred acres (600) Water Course Darby Creek and that said Robert G. Dunn defendant unlawfully keeps him out of the possession thereof and the said plaintiff says that the said defendant has been in the possession of the said premises receiving the rents issues and profits thereof from the first day of March 1848 up to the time of the commencement of this action and the plaintiff says that he has sustained damages by the unlawful withholding the possession thereof by said defendant of said premises during said time the sum of seven hundred dollars

The plaintiff further says that in the event of his title not being sufficient to maintain his right to the possession of said premises aforesaid then he says there is due to him from said defendant by reason of taxes interests and penalties paid by him on said premises aforesaid the sum of fourteen hundred and eighty seven $\frac{55}{100}$ dollars with interest thereon from the 26th day of Oct 1855 which sum is predicated upon the purchase of said premises aforesaid by one David Burnham at tax sale of said premises according to the statute of this state in such cases made and provided on the 11th day of December 1826 and

~~and~~ the title taken by said Burnham ~~by~~ was sold and legally transferred by said Burnham to said plaintiff a copy of the arrangement is herewith filed marked (A) and made a part of this petition

The plaintiff therefore prays judgment against said defendant for the recovery of ~~said~~ the possession of the said premises aforesaid unlawfully withheld from him and also for the said sum of seven hundred dollars his damages so as aforesaid sustained and if in the event that ~~that~~ his said right to maintain his title to said premises aforesaid should be defective then he asks judgment against said defendant for the sum of fourteen hundred and eighty seven $\frac{55}{100}$ dollars for said rents interest & penalties &c with the interest thereon from the 26th day of Oct 1856

S. S. & I. F. McKinney
Attys for Plff

The State of Ohio
Union County } ss Samuel Dunn being first duly sworn deposes and says that he is the agent of ~~of~~ the said William Dunn plaintiff in the aforesaid action and further that said plaintiff is a non resident of Union County Ohio and is now absent therefrom This affiant further says that he believes the several matters set forth in the foregoing petition are true

~~Sworn to~~ by Samuel Dunn before me and subscribed by him in my presence this 6th day of Nov 1856

Samuel Dunn

Isaac Randall Clerk

Union County Pa.

William Dunn,

v.

Robert G. Dunn,

//

Plea Answer,

//

Filed April 6th 1857

John Randall Clerk

No 10.

Assumpsit,

William Dunn,
wife,
Robert H. Dunn,

} In the Common Pleas Court,
Delaware.

The above-named defendants now come and for Answer to the Petition of the plaintiff state as follows:

They deny the plaintiff has not an legal estate in the premises described in the Petition or any part thereof.

The plaintiff is not entitled to the immediate possession of said premises or any part thereof.

They deny unlawfully keep the plaintiff out of the possession of said premises or any part thereof.

They admit he has been in possession of said premises receiving the rents, issues and profits thereof from the first day of March 1871, until the commencement of this action. But they aver that the plaintiff was not during that time or any part of it, entitled to the possession of said premises or any part thereof, or to the rents, issues and profits thereof, or either, or any part thereof. And defendants say the plaintiff has not sustained damages in the sum of $1000 or in any sum whatever by the defendants keeping the possession of said premises during said time and receiving said rents, issues and profits. The defendant avers that his possession of said premises during said time was lawful and that he was entitled to receive said rents, issues and profits.

The defendants further says that there is not, nor will not be, in the events named in the Petition or in any other event," due to the plaintiff from him "by reason of taxes, interest, and penalties, paid by the defendants on said premises, the sum of $1487.53", or any sum of money whatever. The defendant denies that the tax sale of said premises named in the Petition was made "according to the statute of this State in such case made and provided." For the contrary the defendants aver that the said tax sale was unlawful and void. And the defendant further avers that he and "Walter Dunn" deceased, from whom the defendants derived his title to said premises have paid the taxes assessed on said premises since the year 1848 until the year 1855, except the taxes assessed thereon for the years 1852 & 1853, which defendants claim tendered to the Treasurer of Linn County, who refused to receive the same or any part thereof.

Wherefore the plaintiff is barred of his action against him. And the defendants pray to be hence dismissed with his costs.

Yours, R. N. Trowbridge, Defts. Attys.

The State of Iowa,
Marshall County, }ss.

Before me John Jones, a Justice of the Peace in and for said County personally appeared the above named Robert G. Dunn who made oath that he believes the facts stated in the foregoing Answer to be true.

R. G. Dunn

Sworn to and subscribed before me, this 3rd day of April, 1857.

John Jones J. P.

The State of Ohio }
Union County } ss Samuel Dunn one of the within named plaintiffs of lawful being duly sworn says that the ~~facts~~ statements set forth in the within petition are true as he verily believes

Sworn to by S. Dunn before me and subscribed by him in my presence this 6th day of April A.D. 1858

Samuel Dunn

Jabez Randall Clerk

Union Common Pleas

Samuel Dunn et al
against
Robert G. Dunn

Amended Petition

Filed April 6, 1858
Jabez Randall Clerk

No 12

2

The said plaintiffs say that in the event of their title not being sufficient to maintain their right to the possession of said premises aforesaid then they say there is due to the estate of the said William Dunn deceased from the said defendant by reason of taxes interests and penalties paid by the said William Dunn deceased in his lifetime on said premises the sum of fourteen hundred and eighty seven dollars with interest thereon from the 26th day of Oct 1855 which is predicated upon a tax title obtained by purchase of said premises at tax sale duly had and sold by the proper authorities according to the statute of this state made and provided to one David Burnham at tax sale of said premises on the 11th day of December AD 1826 and the title obtained by said Burnham was ~~tax~~ fully sold by him to the said William Dunn deceased a true copy of the taxes interest and penalties hereto attached marked (a) is made a part of this petition

The said plaintiffs therefore pray judgment against said defendant for the recovery of the possession of the said premises aforesaid unlawfully withheld by said defendant from them also for the said sum of seven hundred dollars their damages so as aforesaid sustained and in the event that their right to maintain their title to ~~said~~ the possession of said premises shall be defective then they ask judgment against said defendant for the sum of fourteen hundred and eighty seven dollars with interest thereon from the 26th day of Oct AD 1855 and for other relief

J. J. & A. E. McKenney attys for Plffs

The plaintiffs say that the said William Dunn has since deceased leaving the aforesaid plaintiffs (except the said James ~~Coleman~~ Sharon who was legally ~~duly~~ appointed administrator on the estate of the said William ~~Dunn~~ Dunn deceased) his legal heirs at law the said plaintiffs say

1st That the aforesaid plaintiffs as the heirs at law of the said William Dunn deceased (except the administrator aforesaid) have the legal estate in and are entitled to the immediate possession of the following described premises with the appurtenances situate in the County of Union in the State of Ohio and bounded and described as follows to wit The whole of Entry number twelve thousand one hundred and sixty six (12166) Original quantity six hundred acres (600) Water Course Darby Creek That said Robert Dunn defendant unlawfully keeps them out of the possession thereof The said plaintiffs say that the said defendant has been in possession of the said premises receiving the rents issues & profits thereof from the 1st day of March AD 1828 up to the time of the commencement of this action and the plaintiffs say that they have sustained damages by reason of the unlawful withholding the possession thereof by said defendant of said premises during said period the sum of seven hundred dollars

Samuel Dunn
Robert Dunn
Thomas Dunn
William Dunn
Caldwell Dunn
Jane Glass
Mary C. Glass
William R. Kennon
Jane W. Kennon Plaintiffs
Samuel S. Kennon
Mary A. Kennon
James E. Kennon
David Marshall
Jane Marshall
James ~~Coleman~~ Admin's
Trustor of William Dunn dec'd
against
Robert G Dunn Defendant

Union County Common Pleas
April Term A.D. 1858
Amended Petition

The above named plaintiffs complain of the said Robert G Dunn defendant for that whereas the said plaintiffs say that William Dunn late of Belmont County deceased in his lifetime to wit on the 26th day of Oct 1855 commenced his civil action against the said defendant in the Common Pleas Court in Union County aforesaid for the recovery of the possession of certain lands and tenements hereinafter described or for the recovery of a certain amount of taxes interest and penalties &c

Union Com. Pleas.

Samuel Dunn &
others.

vs No 13

Robert G. Dun.

The answer.

Filed April 27, 1858
Luber Randall Clerk

no 13

Samuel Dunn,
Robert Dunn,
Thomas Dunn,
William Dunn,
Caldwell Dunn,
James Glass,
Mary C. Glass,
William N. Kennon,
Jane M. Kennon,
Samuel S. Kennon,
Mary A. Kennon,
James E. Kennon,
David Parshall,
Jane Parshall &
James ~~Goleman~~ Gallman,
administrator of the
estate of William Dunn,
deceased, Plaintiffs.
against
Robert G. Dun, defendant.

State of Ohio
Union County
Court of Common
Pleas.
The answer.

Answer to the supposed cause of action numbered "1st" in the Petition.

And now comes the said defendant, Robert G. Dun, and for answer to the first supposed cause of action in the said plaintiffs' petition contained, says:

That the said plaintiffs, (other than the said James ~~Goleman~~ Gallman, administrator as afore-

have not, (nor had the said William Dunn, the original plaintiff in this suit, and now deceased, in his lifetime), the legal estate in the lands and tenements described in the said petition, or any part thereof; nor are the said plaintiffs, (other than said administrator) entitled - nor was the said William Dunn, deceased, in his lifetime, entitled - to the possession of said lands and tenements, or any part thereof.

The defendant denies, that the plaintiffs, or any or either of them, have any title whatsoever to said lands and tenements, or to any part thereof; or, that said William Dunn, now deceased, ever had any title to the same or any part thereof; or, that the plaintiffs, or any or either of them, have - or that said William Dunn, now deceased, ever had - any right to the possession of said lands and tenements or of any part thereof.

The defendant admits that he has been in possession of said lands and tenements ever since March 1. 1848, receiving the rents, issues and profits thereof and making lasting and valuable improvements thereupon; but he denies that he has ever unlawfully withheld the possession of the same, or of any part thereof, from the said William Dunn,

now deceased, or from the plaintiffs or any or either of them; or, that the said William Dunn, now deceased, or the plaintiffs, or any or either of them, have ever had, or now have, any right to said rents, issues or profits or any part thereof, or have ever sustained any damages by reason of the premises.

On the contrary, defendant avers, that he now is, and ever since March 1. 1848 has been seized in fee simple, both at law & in equity, of said lands and tenements and every part thereof, and entitled to the possession, rents, issues and profits thereof.

Answer to the supposed cause of action numbered "2d" in the Petition

And the said defendant, for answers to the Second supposed cause of action mentioned in said petition – as therein numbered – says:

1. That he denies each and every allegation contained in said 2d supposed cause of action set forth in said petition, in manner and form as the same are therein stated.

2. That he doth not owe to the said plaintiffs, or to any or either of them, the said sum of 1487 dollars with interest from Octobe

26th 1855, nor any part of said sum, nor any interest thereupon or upon any part thereof, nor any other sum of money whatever, in manner and form as is alleged in said 2d supposed cause of action in said petition contained.

3. That he and those under whom he claims have duly paid all taxes that have ever been levied or assessed upon said lands and tenements or any part thereof - without this, that the plaintiffs, or any or either of them, or the said David Burnham, or the said William Dunn, now deceased, have paid said taxes or any part thereof.

4. That said William Dunn, now deceased, never had any title, legal or equitable, to, or any interest in, the said lands and tenements, or any part thereof, nor any right or authority to pay the said taxes, or any part thereof, or any taxes whatever, upon said lands & tenements or any part thereof.

5. That at no time between the 1st day of January 1849 and the commencement of this suit, had the said William Dunn,

now deceased, any title to, or interest in, the premises aforesaid or any part thereof, or any right or authority to pay the taxes levied or assessed on said premises, or any part thereof, for the years 1849 to 1855 inclusive, or to pay said taxes for either of said years, or any part of said taxes. And as to all other taxes mentioned or referred to in said petition, and the penalties therein mentioned or referred to, the Defendant says, that the plaintiffs ought not, nor ought any or either of them, to have or maintain this action against him, because, (protesting that neither the said David Burnham nor the said William Dunn, now deceased, ever paid the same or any part thereof) he says, that if the said David Burnham, or William Dunn, now deceased, did pay the same, or any part thereof, in manner and form as in said petition is alleged, the causes of action, all and singular, accruing from such payment or payments, (if any such cause or causes of action ever accrued), did accrue to the said David Burnham and William Dunn, now deceased, respectively, more than six years next before the commencement of this suit, and were barred by the

statute of limitations before the commencement of this suit - and he claims the benefit of this defence.

6. That said supposed cause of action in so far as it is founded upon said alleged tax sale and said alleged payment of taxes that accrued prior to the year 1849, is a stale demand and is barred by lapse of time; and defendant insists upon this defence as well as upon the statute of limitations; and as to the taxes that were levied or assessed upon said premises in or after the year 1849, this defendant, (and not said William Dunn now deceased,) duly paid the same.

Robert G. Dun
By R. A. Harison &
A. G. Thurman,
his Attorneys.

Samuel Dunn,
Robert Dunn,
Thomas Dunn,
William Dunn,
Caldwell Dunn,
James Glass,
Mary C. Glass,
William N. Kennon,
Jane M. Kennon,
Samuel S. Kennon,
Mary A. Kennon,
James E. Kennon,
David Parshall,
Jane Parshall &
James ~~Coleman~~ Johnson,
administrator of the
estate of William
Dunn, deceased, plaintiffs
against
Robert G. Dunn, defendant,

State of Ohio
Union County
Court of Common
Pleas.

The Plaintiffs hereby agree that the defendant may answer their petition without his answer being sworn to, and the same shall not be excepted to, or in any manner objected to, for want of such verification, but shall be considered as valid and sufficient as

it would be if thus specified.

April 24th 1858 S. & J. L. McKinney
Attorneys for plaintiffs
April 22. 1858.

William Dunn
vs
Robert G. Dunn

Suit to recover
possession of real
estate,
Amount of damages
Claimed $800,00

Libel Nov. 5th 1855
Zaben Randall Clerk

No 3

McKenney Atty
for Plff

Recd this writ 30th day of October 1855 at 4 o'clock P.M. and served Robert G. Dunn by leaving a true copy of the written at his usual place of residence
Oct. 31/55

Sheriff fee $2,50
E. McCormack
Sheriff Pro C

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Madison COUNTY, GREETING:

You are commanded to notify Robert G. Dunn that he has been sued by William Dunn in the Court of Common Pleas of Union County, and that unless he answer by the 8th day of December A. D. 1855 the petition of the said William Dunn against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 19th day of November A. D. 1855.

Witness my hand, and the seal of said court this 27th day of October A. D. 1855.

Saber Randall

Clerk of the Court of Common Pleas of Union County.

Union Common Pleas

Samuel Dunnckel
vs
R G Dunn

Replication

Filed June 8, 1858
Jaber Randall Clk

no 14

JE

Samuel Dunn et al Pltffs } Union Common Pleas
vs
Robert G. Dunn Deft } Replication

The said plaintiffs now come and for replication to the answer of the said defendant to the petition of said plaintiffs deny that said defendant or any one in his behalf paid the taxes on the premises described in plaintiffs petition or any part thereof as alleged in defendants answer

The said plaintiffs further deny that said defendant has now or at any time hitherto any right title interest or estate in the premises described in said plaintiffs petition either legal or equitable

The said plaintiffs further deny that the ~~defendant~~ said claims of said plaintiffs or either of them are barred by the statute of limitations as alleged in defendants answer or in any other way affected by the statute of limitation

S. D. & J. F. McKinney
Attys for Pltffs

Verification by affidavit waived
This 8th day of June 1868

Dun
vs
Dun

Clerk of Court Com. Pleas
Marysville
Union Co
Ohio

Dun
vs
Dun

I, 6, p. 356

D. 6, p. 332

for record of
no bond filed by
the 18th July 1858

Recorded 538. p. 130

Civil/Domestic Case File

Case No. 1855-CV-0130

Civil/Domestic Case

1855-CV-0130

located with

District Court Case

1856-DC-0010

Civil/Domestic Case File
Case No. 1855-CV-0131

No. SS-CV-131

Union Common Pleas Court

John Woods
Plaintiff,

against

C. W. Rozelle
Defendant.

APR TERM. 1856 6

Judg. Dz. Defendant
8/03 $\frac{16}{11}$

Journal 6 Page 31

Record No. 7 Page 318

Ex. Doc. B Page 242

Law 75

John Woods
vs
C. W. Rosell

J. 6 p 31. Apl 2d 1836
Amt $103 10/100

D. B. 242

~~[illegible]~~

~~Recorded in~~
~~B 7. p 318~~

Law 75

John Woods
vs
Coff Rosette

I 6 p 31
Sept 20 1836
Judg vs Defts. $102.46
& Sale ordered

~~[illegible]~~
~~197~~ 1175

John Woods
vs
Charles W. Rosette

Amount claimed
$94.66 cents
Interest from June 1st 1854

Filed Dec. 17th 1855
Isaac Randall Clerk

Hamilton & Lincoln
Attys for Plff

Recorded

Received this writ December 7th A.D. 1855 and served the same December 14th A.D. 1855 by leaving a certified copy of this writ at the residence of the within named Charles W. Rosette

Fees Service	35
Mileage	75
Copy	25
Return	10
	$1.45

William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Charles W. Rose

that he has been sued by John Woods

in the **Court of Common Pleas** *of Union County, and that unless he answer by the* 5th *day of* January *A. D.* 1856 *the petition of the said* John Woods

against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 17th *day of* December *A. D.* 1855.

Witness my hand, and the seal of said court this 7th *day of* December *A. D.* 1855.

Faber Randall

Clerk of the Court of Common Pleas of Union County.

of conveyance to be their voluntary act and deed and the said Mary being at the same time examined by me separately and apart from her said husband and the contents of said instruments made known to her by me she the said declared that she did voluntarily sign and seal and acknowledge the same to be her act and deed and that she is still satisfied therewith this first day of June A.D. 1849

J. B. Upd Justice of the Peace J.P.

Pl 75

John Woods pltf

v

Charles W. Rosell defd.

Petition

Plea Summons returnable according to law.

Amount claimed $94.66

with interest from June 1, 1854

Hamilton & Lincoln

plaintiffs attorneys

Filed Dec. 7th 1855

Isaac Randall Clerk

Recorded

John Woods plaintiff
against
Charles W Rosette

Court of Common pleas
Union County Ohio
Petition.

The plaintiff says that on the first day of June 1849 the defendant and his wife Mary Rosette executed and delivered to William Phillips a deed of mortgage conveying to said Phillips Lots No 53, 54, 55, 56, 133, 134, 135 & 136, in the town of Richmond in said County of Union to secure the payment of a debt evidenced by his note to said William Phillips of even date with said mortgage for the sum of one hundred dollars payable on the first day of June 1850 - and that said note and mortgage were since assigned, for a valuable consideration to the plaintiff.

The plaintiff further says that heretofore, and since the execution of said mortgage he purchased of said Rosette and has paid in full for the same, lots No 53, 54, 55 and 56, and has received a conveyance of the same from said Rosette and wife.

The plaintiff further says that the note is due and only in part paid; to wit; there was paid on said note on the 4th day of January 1854 twenty five dollars, and on the first day of June 1854 three 37/100 dollars.

The mortgage was recorded in the Recorders office of Union County, on the 6th day of August 1849, in Book 12 pages 391, and 392. A copy of said note and mortgage is hereunto attached.

Whereupon the plaintiff asks judgement for ninety four 63/100 dollars with interest from the first day of June 1854 and for the sale of so much of the mortgaged premises as the said defendant has not sold to the plaintiff; to wit for the sale of lots No 133, 134, 135, & 136. to pay said debt, and for other proper relief

Hamilton & Sweeten
plaintiffs attorneys.

Union County S.S.

John Woods being duly sworn says that he believes the statements of the foregoing petition

Know all men by these presents that We Charles W. Rosette and Mary Rosette his wife of the county of Union in the state of Ohio, for consideration of the sum of one hundred dollars in hand paid by William Phillips of the same place hath bargained and sold and by these presents do grant Bargain sell and Convey unto the said William Phillips his heirs and assigns the following premises ~~to~~ situated in the County of Union & state of Ohio and in the town Richwood in said county ~~of Union~~ and described as follows (to wit) being in lots No. (54) (53) (55) (56) and (133) (134) (135) & (136)

To have and to hold said premises with appurtenances unto the said William Phillips his heirs and assigns forever, provided always and these presents are upon this condition that whereas said Charles W. Rosette hath Executed to said William Phillips his promissory Note of even date herewith for the payments of the following sum of money at the time following (to wit) One hundred dollars on the first day of june (1850) one thousand & Eight hundred & fifty now if the said Charles W Rosette shall pay the said sum of money when the same shall become due then these presents to be Void otherwise to be & remain in full force, In Testimony whereof the said Charles W. Rosette & Mary his wife have hereunto set their hands and seals this first day of June A.D. 1849

Executed in presence of

J. B. W. Haynes
L. H. Hastings
John M. C. Mullvane

C. W. Rosette (seal)
Mary Rosette (seal)

The State of Ohio Union County, ss

Before me J. B. W. Haynes a justice of the peace in for said county personally appeared the within named Charles W Rosette & Mary his wife and acknowledged the signing and sealing of the within deed

are true.

John Wood

Sworn to by John Woods before me and signed by him in my presence this 7th day of December 1854.

Zaber Randall Clerk

Copy of the Note - "On or before the first day of June next I promise to pay or cause to be paid unto William Phillips order the just and full sum of one hundred dollars for value received of him, Witness my hand this first day of June A. D. 1849.

C. M. Postle

Endorsed "January 9, 1854, Twenty-five dollars paid on this note.

2 June 1, 1854 by lumber and work $3.25.

Civil/Domestic Case File

Case No. 1855-CV-0132

No. 55-CV-132

Union Common Pleas Court

W. H. Skinner
Plaintiff,

against

Harvey Skeels
Defendant.

APR TERM. 1856

Settled

Journal 6 Page 26

Record No. No Record. Page

Ex. Doc. Page

W. H. Skinner
vs
Harvey Skeels

Amount claimed
$500.00
with interest from
the 15th March 1854

Filed Decr 17th 1855
Taber Randall Clerk

Hamilton & Lincoln
Attys for Plff

Received this writ December 7th A.D. 1855 - & served the same December 14th A.D. 1855 - by presenting a certified copy of this writ to the within named Harvy Skeels

Fees, Service	35
Mileage	45
Copy	25
Return	10
	8 15

Received my fees
William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Harvey Skeels *that he has been sued by* W. H. Skinner *in the* Court of Common Pleas *of Union County, and that unless he answer by the* 5th *day of* January *A. D. 1856 the petition of the said* W. H. Skinner *against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.*

You will make due return of this summons on the 17th *day of* December *A. D. 1855.*

Witness my hand, and the seal of said court this 7th *day of* December *A. D. 1855.*

Yaber Randall

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0133

No. 55-CV-133

Union Common Pleas Court.

Thomas McMorrough
Plaintiff,

AGAINST

Harvy Skerls
Defendant.

APR TERM. 1853

JUDGMENT VS DEFENDANT

$181 45

Journal 6 Page 13

Record No. 7 Page 297

Ex. Doc. B Page 234

Law 77

Thos. McDonough
vs
Harvey Stutz

J. 6, p 13 Apl 2 1836

Amt $181 40/100

D. B. 234
for record

Recorded B. 7
p 297

Sheriff 1,31
Clerk 4,10

77.

Union Com Pleas

Thomas McDonough

vs

Harvey Weeks

Civil Action

Filed 8th Dec 1833

Saber Randall Clerk

Amt $181,58
Apr 6 '56

Recorded

Costs & Parties

Court of Common Pleas Union County

Thomas McDough Pltff
against
Harvey Steels Deft

Petition

Plaintiff says there is due to him from Defendant on the promissory note of defendant a copy of which is hereto attached. the sum of One hundred and Seventy six dollars & thirty cents. with interest from October 6 1833. Whereupon plaintiff asks judgement for One hundred Seventy six dollars and thirty cents with the accrued interest

Coats & Porter Pltffs Attys

Union County
John Le Porter Attorney for Plaintiff being sworn says. the Plaintiff is a non resident of Union County, that the note herein sued upon is in his possession, that he believes the facts stated in the foregoing petition to be true

John Le Porter

Sworn to by John Le Porter before me and signed by him in my presence Dec 7th 1833

Taber Randall Clerk

$176 30/100 Pharsburg October 5th 1833

One day after date for value received I promise to pay Thomas McDough or order One hundred & seventy six 30/100 Dollars

(Signed) Harvey Steels

Issue a Summons returnable according to law
Clerk Com Pleas
Jan 10th 1834

Amt Claimed $176.30 with int from Oct 6 1833
Coats & Porter

D B. P 234

UNION COMMON PLEAS.

Thos. McDonough

vs.

Harvey Skells

Debt,	$ 181 45
Costs,	5 41
Increase Costs,	0 0 0
This Writ,	70

Paid July 26, 1856 $100.00
Paid Aug. 26, 1857 $ 70 00

Returned and filed February 6th 1860
Jabez Randall Clerk

John B. Coats Att'y.

Recorded

Rec'd the writ on the 28 Day of November 1859
By order of John B. Coats Plaintiff's attorney this writ is returned without process

Fee services	35
mileage	40
return	10
	$085

Abraham Wiley, Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF Union COUNTY, GREETING:

WHEREAS, at the COURT OF COMMON PLEAS of the County aforesaid, begun and held in the Court House in the town of Marysville, on the 2d day of April A. D. 1856 Thomas McDonough

recovered against Harvey Skeels

as well as the sum of One hundred & eighty one dollars and forty five cents for his debt, ~~as the sum of~~ ~~dollars and~~ ~~cents, for~~ ; as also the sum of $5.41 for his cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods and chattels, and for the want thereof, of the lands and tenements of the said Harvey Skeels

you cause to be made the debt, damages, and costs aforesaid, with interest thereon at 6 per cent. from the 2d day of April A. D. 1856 until paid, also the sum of $ 0,70 the costs of increase on said Judgment, and accruing costs; and of this writ make due return within sixty days.

Hereof fail not at your peril, and have you then and there this writ.

Witness, TABER RANDALL, Clerk of said Court, at the Court House aforesaid, this 28th day of November A. D., 1859

Taber Randall Clerk.

Thos. McDonough
vs
Harvey Skeels

Amount claimed
$176.30 with Int.
from Oct. 6th 1835

Filed Jany 18th 1836
Saber Randall Clerk

Recorded

Coats & Porter
for Plff

Received this writ January 10th A.D. 1836
and served the same January 17th A.D. 1836
by presenting a certified copy of this writ to
~~Philip R. Mackling~~ George W. Mackling and
~~Maria Mackling~~ Philip Mackling ~~is not~~
~~found~~ the within named Harvey Skeels.

Fees, service	35
Mileage	45
2 copies	25
Return	10
	$1.15

William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Harvey Keels that he has been sued by Thomas McDonough in the Court of Common Pleas of Union County, and that unless he answer by the 9th day of February A. D. 1856 the petition of the said Thomas McDonough against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 21st day of January A. D. 1856.

Witness my hand, and the seal of said court this 10th day of January A. D. 1856.

Saber Randall

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File
Case No. 1855-CV-0134

No. 55-CV-134

Union Common Pleas Court.

David W. Brard by etc.
Plaintiff,

AGAINST

Thomas J. Haines
Defendant.

APR TERM, 1855

Settlrd

Journal 6 Page 26

Record No. No Record Page

Ex. Doc. Page

David & Reed & James McMeekin his wife
plaintiff
vs
Thomas T. Mains

Petition

Filed Dec. 12th 1855
Zaba Randall Clerk

Settled & costs paid
Dec. 28th 1855
Zaba Randall
Clerk

J. C. Dougherty
for plaintiff

State of Ohio In Union
Union County ss Common pleas.
April Term AD 1858

Petition

David D. Beard, by James H.
McClung, his next, friend, complain
of Thomas J. Hains, for Thirtour,
the said David D. Beard, Plantiff, says,
that sometime in the month of
August Eighteen hundred and
fifty four, he, the Plantiff, got his
right, arm, broke, by a fall, from
an Apple Tree, whereupon he called,
upon the Defendant, Thomas J
Hains, who was then Practicing,
as a Physician; and as such held,
himself out to the Community as,
a Regular, practicing Physician,
to set, the fractured, bones, in said
broken, arm; whereupon the Defendant
did then and there undertake to set,
said fractures, and heal, the same,
Plantiff, further says, that, by virtue,
of, improper, skill and attendance,
upon said broken, arm, the same,
is rendered, useless,
Plantiff, further says, that, he the said
Defendant, is guilty, of, malfeasance,
as a Physician, in not using proper
care, and skill in setting the ~~bone~~ in
broken bones, in his said arm

Plaintiff says that he is damaged to the amount of One Thousand Dollars, whereupon he ~~takes~~ asks judgment ~~to~~ for ~~recover~~ the sum of One Thousand Dollars.

By J. C. Dwight
his attorney

David D. Beard, Plaintiff being sworn says that he believes the statement of the above petition to be true

David D. his × Beard
mark.

Sworn to by David D. Beard, and signed by him in my presence this 17 day of December AD 1858.

Jabez Randall Clerk

David D. Beard by James McClung his next friend
vs
Thomas J. Harris Physician

In Common Pleas.

Plaintiff claims Damages to the amount of $1000 Dollars for improper skill and treatment, in setting the bones of a fractured arm of said Plaintiff

J. C. Dwight atty for Plaintiff.

To Jabez Randall clerk
issue a summons
returnable according to law.

Filed Dec. 28th 1855

Gaber Randall Clk

New California Ohio Dec 28th 1833

Mr Doughty

Dear sir

You will please withdraw the suit against Thos D Haynes as we have settled the matter satisfactorily between us

Yours Respectfully

David & S. Beard

P.S. he is to pay what cost was made if any D. S. B.

David D. Beard
by his next friend
James H. McClerg
vs.
Thomas J. Haynes

Damages Claimed
$1000, for improper
skill & treatment in
seting the bones of
a fractured arm
of said Plaintiff

Filed Dec. 22nd 1855
Saber Randall Clerk

Doughty.
Atty for Plff.

Received this writ December 12th
A.D. 1855 & served the same December
22nd A.D. 1855 by leaving a certified
copy of this writ at the residence of
the within named Thomas J. Haynes

Fees. Service	35
Copy	25
Mileage	50
Return	10
	$1.20

Received my fees
William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Thomas J. Haynes that he has been sued by David D. Beard by his next friend James H. McClerg in the Court of Common Pleas of Union County, and that unless he answer by the 12th day of January A. D. 1856, the petition of the said David D. Beard ~~et al~~ against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 24th day of December A. D. 1855.

Witness my hand, and the seal of said court this 12th day of December A. D. 1855.

Jaber Randall

Clerk of the Court of Common Pleas of Union County.